Building Repair Stimes - cv-00175-SJM

Document 15-4 Claime Number 4/2005 PA Page 1 of 47 Insured: BORDEN

* = Min. Charge ^ = Exempt from Overhead, Profit or Taxes

= Overrides

~ = Waste Applied

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Operation	Description	Quantity / Unit	Unit / Cost	Repl / Cost	
 Replace	SWITCH, DIMMER TYPE	1.00 EA	65.71	65,71	
Remove	THERMOSTAT, GOOD	1.00 EA	8.47	8.47	
Replace	THERMOSTAT, GOOD	1.00 EA	62.87	62.87	

Interior

CLOSET	5.80 X 7.12 X 56.96 SFR =	X 8.00 = 248.Q2	SFC = 41.30 Perimeter = 25	SFW = 206.72 .84	SFLW= 46.40	SFSW=
Remove	JOIST, CEILING BAKING SODA SPR	41,30	LFF	0.92	38.00	
Remove	WALL STUD, 2"x4" COMPLETE CLE	206.72	SFW	0.12	24.81	
Special	CLEAN & SEAL FRAMING CEILING	41.30	SFL	0.32	13.22	
Special	CLEAN & SEAL FRAMING WALL	206.72	SFL	0.32	66,15	
Remove	DRYWALL CEIL	41.30	SFC	0.52	21,48	
Replace	DRYWALL CEIL	41.30	SFC	1.30	64,54	
Paint	CEILING, 2 COATS + PRIME	41,30	SFC	0.59	24.37	
Remove	INSUL,CEIL,BATT,FOIL FC,9"	41,30	SFC	0.20	8.26	
Replace	INSUL,CEIL,BATT,FOIL FC,9"	41.30	SFC	1.07	44.19	
Remove	DRYWALL WALL	206.72	SFW	0.30	62,02	
Replace	DRYWALL WALL	206.72	SFW	1.22	272.84	
Remove	WALLPAPER, EXCELLENT	206.72	SFW	0.41	84,76	
Replace	WALLPAPER, EXCELLENT	206,72	SFW	1.68	385.08	
Remove	WALLPAPER BORDER	25.84	LFW	0.34	8.79	
Replace	WALLPAPER BORDER	25.84	LFW	1.34	35.58	
Remove	BATT INSULATION - WALL R19	206.72	SFW	0.19	39,28	
Replace	BATT INSULATION - WALL R19	206.72	SFW	0.82	169.51	
Remove	BASE, COLONIAL	25.84	LFW	0.25	6,46	
Replace	BASE, COLONIAL	25,84	LFW	4.79	136.88	
Remove	DOOR TRIM SET, CUSTOM	1.00	EA	9.32	9.32	
Replace	DOOR TRIM SET, CUSTOM	1.00	ËA	80.79	86.20	
Paint	DOOR TRIM SET, CUSTOM	1.00	EA	22.14	22.14	
Special	FLOOR PREP, RESCREW FLOOR	41.30	SFF	0.21	8.67	
Remove	CARPET & PAD, EXCELLENT (SY)	4.59	SYF	2.07	9,50	
Replace	CARPET & PAD, EXCELLENT (SY)	4.59	SYF	33.55	206.80	
Remove	WIRING, RESIDENCE	4:1.30	SF	0.10	4.13	
Replace	WIRING, RESIDENCE	41.30		2.75	113.57	
Replace	FIXTURE,INCNDSCENT,RECESS	1.00	· ·	108.00	108.00	
Remove	RECEPTACLE, DUPLEX/SWITCH	1.00		4.32	4.32	
Replace	RECEPTACLE, DUPLEX/SWITCH	1.00		22.00	22.00	

Interior

FRONT BEDROOM ON RIGHT 12.50 X 14.10 X 9.00 + offset 2.30 X 7.00 SFLW= 112.50 SFSW= 126.90 SFR = 797.15

SFC = 192.35SFW = 604.80Perimeter = 67.20

HEIGHT IS AVERAGE. WALLS WAS OPENED AND THERE WAS SOOT ON THE INSULATION.

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= Overrides

Waste Applied

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Operation	Description	Quantity / U	Jnit	Unit / Cost	Repl / Cost
Remove	JOIST, CEILING BAKING SODA SPR	1.00 I	LFF	0.92	0.92
Remove	WALL STUD, 2"x4" COMPLETE CLE			0.12	72.58
Special	CLEAN & SEAL FRAMING CEILING			0.32	56.40
Special Special	CLEAN & SEAL FRAMING WALL	604.80	SFL	0.32	193.54
Remove	DRYWALL CEIL	192.35	SFC	0.52	100.02
Replace	DRYWALL CEIL	192.35	SFC	1.30	260.90
Paint	CEILING, 2 COATS + PRIME	192.35	SFC	0.59	113.49
Remove	INSUL,CEIL,BATT,FOIL FC,9"	192.35	SFC	0.20	38.47
Replace	INSUL,CEIL,BATT,FOIL FC,9"	192.35	SFC	1.07	205.81
Remove	DRYWALL WALL	604.80	SFW	0.30	181.44
Replace	DRYWALL WALL	604.80	SFW	1.22	758.50
Paint	DRYWALL WALL	604,80	SFW	0.58	350.78
Remove	BATT INSULATION - WALL R19	302.00		0.19	57.38
Replace	BATT INSULATION - WALL R19	302.00		0,82	247.64
Remove	BASE, COLONIAL	67.20		0.25	16,80
Replace	BASE, COLONIAL	67.20		4.79	334.99
Paint	BASE, COLONIAL	67,20	LFW	0.66	44.35
Remove	DOOR TRIM SET, CUSTOM	6.00		9.32	55.92
Replace	DOOR TRIM SET, CUSTOM	6,00		80.79	491.23
Paint	DOOR TRIM SET, CUSTOM	6,00		22.14	132.84
Clean	DOOR,	2.00		5.24	10.48
Paint	DOOR	2.00		35.16	70.32
Rem/Reset	• •	2.00		57.89	115.78
Remove	WINDOW TRIM SET, CUSTOM	1.00		1.50	1.50
Replace	WINDOW TRIM SET, CUSTOM	1.50		81.04	122.67
Paint	WINDOW TRIM SET, CUSTOM	1.50	-	31,26	46.89
Remove	WINDOW, TRIPPLE 1/2 MOON	1.00		19.36	19,36
Replace	WINDOW, TRIPPLE 1/2 MOON	1.00		1,700.00	1,700.00
Paint	WINDOW, TRIPPLE 1/2 MOON	1.00		58.00	58.00
Special	FLOOR PREP, RESCREW FLOOR	192.35		0.21	40.39
Remove	SHELF, 1" x 10"	7.00		0.90	6.30
Replace	SHELF, 1" x 10"	7.00		6.54	46.56
Paint	SHELF, 1" x 10"	7.00		1.37	9,59
Remove	CLOSET POLE, 3 1/2"	7.00		0.31	2.17
Replace	CLOSET POLE, 3 1/2"	7.00		3.10	22.08
Paint Remove	CLOSET POLE, 3 1/2"	7.00		0.87	6,09
Replace	WIRING, RESIDENCE	192.35		0.10	19.24
Remove	WIRING, RESIDENCE BUILT INS 2	192.35		2.75	528.96
Replace	BUILT INS 2	2.00		25,00	50.00
Paint	BUILT INS 2	2.00		900.00	1,800.07
Remove	OAK FLOOR, 2 1/4", CLEAR	2.00		75.00	150.00
		192,35		0.64	123.10
Replace Special	OAK FLOOR, 2 1/4", CLEAR	192.35		7.90	1,519.57
Special	SAND AND FINISH FLOORS	192.35		3.15	605.90
Replace	REGISTER, HEAT, 12" X 5"	2.00]		22.59	45.18
Paint Remove	REGISTER, HEAT, 12" X 5"	2.00]		3.55	7.10
	SMOKE DETECTOR	1.00 1		9.35	9.35
Replace Remove	SMOKE DETECTOR	1.00 1		54.53	54,53
Veillove	RECEPTACLE, DUPLEX/SWITCH	9.00 1	ĽА	4.32	38.88

Building Repair Estimate 04-cv-00175-SJM * = Min. Charge

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Insured: BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

= Waste Applied

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Operation	Description	Quantity / Unit	Unit / Cost	Repl / Cost
Replace	RECEPTACLE, DUPLEX/SWITCH	9.00 EA	22.00	198.00
Remove	FIXT, RECESS FLUOR, 2X4, 4BLBMP	4.00 EA	10.84	43.36
Replace	FIXT, RECESS FLUOR, 2X4, 4BLBMP	4.00 EA	243.00	972.00
Remove	OUTLET, TELEPHONE/CABEL	7.00 EA	4,32	30.24
Replace	OUTLET, TELEPHONE/CABEL	7.00 EA	20.35	142.45
Remove	FIXT, RECESS FLUOR, 2X4, 4BLBMP	1.00 EA	10.84	10.84
Replace	FIXT, RECESS FLUOR, 2X4, 4BLBMP	1.00 EA	156.79	156.79

	MASTER BEDI	SFLW= 128.80	SFS	00 + offset W= 104.00	8.70 X 9.00 SFR = 897.20	SFC = 287.60 Perimeter = 76.20	SFW = 609.60
	WALLS OPE	NED AND HEAVY SMOKE DAMAG	3ED				
	Remove	JOIST, CEILING BAKING SODA SPR	287.60	मन्। (0.92	264.	5 0
	Remove	WALL STUD, 2"x4" COMPLETE CLE		SFW	0.12	73,	
	Special	CLEAN & SEAL FRAMING CEILING	209.30		0.32		
	Special	CLEAN & SEAL FRAMING WALL	609.60		0.32	66.' 195.'	
	Remove	DRYWALL CEIL	287.60		0.52	149.	
_	Replace	DRYWALL CEIL	287,60	_	1.30	384.	
	Paint	CEILING, 2 COATS + PRIME	287.60		0.59	169.	
	Remove	INSUL,CEIL,BATT,FOIL FC,9"	287.60		0.20	57.	
	Replace	INSUL,CEIL,BATT,FOIL,FC,9"	287,60		1.07	307.	
	Remove	DRYWALL WALL		SFW	0.30	182.	
	Replace	DRYWALL WALL		SFW	1.22	764.	
	Paint	DRYWALL WALL-FAUX 3 COAT AI		SFW	2.00	1,219,3	
	Remove	WALLPAPER BORDER		LFW	0.34	25.9	
	Replace	WALLPAPER BORDER	76,20	LFW	1.34	105,	
	Remove	BATT INSULATION - WALL R19	304.00		0.19	57. ²	
	Replace	BATT INSULATION - WALL R19	304.00		0.82	249.2	
	Remove	BASE, COLONIAL		LFW	0.25	19.0	
	Replace	BASE, COLONIAL	76.20	LFW	4.79	378.1	
	Paint	BASE, COLONIAL		LFW	0.66	50.2	
	Remove	DOOR TRIM SET, CUSTOM	3.50	EA	9.32	32.6	
	Replace	DOOR TRIM SET, CUSTOM	3.50	EA	80.79	286.3	
	Paint	DOOR TRIM SET, CUSTOM	3,50	EA	22.14	77.4	
	Clean	DOOR,	1.00	EA	5.24	5.2	
	Paint	DOOR	1.00	EA	35.16	35.1	
		DOOR ONLY, INT, 6 PANEL	1.00	EA	57.89	57.8	
	Remove	OPENING, CASED	1.00	EA	10.72	10.7	
	Replace	OPENING, CASED	1,00	EA	82,36	85.3	
	Paint	OPENING, CASED	1.00	ΈA	30.99	30.9	
	Remove	WINDOW TRIM SET, CUSTOM	2.50	EA	1.50	3.7	
	Replace	WINDOW TRIM SET, CUSTOM	2.50	EA	81.04	204.1	
	Paint	WINDOW TRIM SET, CUSTOM	2.50	EA	31.26	78.1	
7	Remove	DOOR, EXT, WOOD, PH, FRENCH	1.00	EA	13.55	13.5	
	Replace	DOOR, EXT, WOOD, PH, FRENCH	1.00	EA	605.34	605.3	
	Paint	DOOR, EXT, WOOD, PH, FRENCH	1.00	EA	36.04	36.0	
	Paint	WINDOW TRIM SET, CUSTOM	1.00	EA	31.26	31.2	
						•• ′	

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* = Min. Charge

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^ = Exempt from Overhead, Profit or Taxes

= Overrides

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= Waste Applied

	Operation	Description	Quantity /	Unit	Unit / Cost	Repl / Cost
	Remove	WINDOW, TRIPPLE 1/2 MOON	1,00	EA	19,36	19.36
	Replace	WINDOW, TRIPPLE 1/2 MOON	1,00	EA	1,700.00	1,700.00
	Paint	WINDOW, TRIPPLE 1/2 MOON	1.00	EA	58.00	58 .00
	Remove	CASEMENT ANDERSON VYN/WOC	1.00	EA	21.69	21.69
	Replace	CASEMENT ANDERSON VYN/WOC	1,00	EA	695.00	695.00
	Paint	WINDOW, CASEMENT, LG	1,00		37.66	37.66
	Special	FLOOR PREP, RESCREW FLOOR	287.60	SFF	0.21	60.40
	Remove	WIRING, RESIDENCE	287.60	SF	0.10	28.76
	Replace	WIRING, RESIDENCE	287.60	EA	2.75	79 0.90
	Remove	CARPET & PAD, EXCELLENT (SY)	31.96	SYF	2.07	66.16
	Replace	CARPET & PAD, EXCELLENT (SY)	31.96	SYF	33.55	1,167.09
	Replace	REGISTER, HEAT, 12" X 5"	2.00	EA	22.59	45.18
	Paint	REGISTER, HEAT, 12" X 5"	2.00	EA	3,55	7.10
	Remove	SMOKE DETECTOR	1.00	EA	9.35	9.35
	Replace	SMOKE DETECTOR	1.00	EA	54.53	54.53
	Remove	RECEPTACLE, DUPLEX/SWITCH			4.32	69.12
	Replace	RECEPTACLE, DUPLEX/SWITCH			22.00	352.00
	Remove	OUTLET, TELEPHONE/CABEL			4,32	17.28
	Replace	OUTLET, TELEPHONE/CABEL		EA	20,35	81.40
	Special	DRAPERIES, REMOVE/RESET		EA	31.49	62.98
	Remove	SWITCH, DIMMER TYPE		EA	4.76	4.76
•	Replace	SWITCH, DIMMER TYPE	1.00		65.71	65.71

MASTER BED	RROM CLOSET 2.70 X 2.70 21.60 SFR	X 8.00 = 93.69	SFC = 7.29 Perimeter = 10	SFW = 86.40 9.80	SFLW= 21.60	SFSW=
Remove	JOIST, CEILING BAKING SODA SPR	7.29	LFF	0.92	6.71	
Remov e	WALL STUD, 2"x4" COMPLETE CLF	86.40	SFW	0.12	10.37	
Special	CLEAN & SEAL FRAMING CEILING	7.29	SFL	0.32	2,33	
Special	CLEAN & SEAL FRAMING WALL	86,40	SFL	0.32	27.65	
Remove	DRYWALL CEIL	7.29	SFC	0.52	3.79	
Replace	DRYWALL CEIL	7.29	SFC	1.30	20.32	
Paint	CEILING, 2 COATS + PRIME	7,29	SFC	0.59	4.30	
Remove	INSUL,CEIL,BATT,FOIL,FC,9"	7,29	SFC	0.20	1.46	
Replace	INSUL,CEIL,BATT,FOIL,FC,9"	7,29	SFC	1.07	7.80	
Remove	DRYWALL WALL	86.40	SFW	0.30	25.92	
Replace	DRYWALL WALL	86.40		1.22	126.05	
Paint	DRYWALL WALL, 5/8"FIRE RES	86,40		0.59	50.98	
Remove	SHELF, 1" x 10"	12,00		0.90	10.80	
Replace	SHELF, 1" x 10"	12.00		6.54	79.82	
Paint	SHELF, 1" x 10"	12.00		1.37	16.44	
Remove	CARPET & PAD, EXCELLENT (SY)	0.81		2.07	1.68	
Replace	CARPET & PAD, EXCELLENT (SY)		SYF	33.55	122,00	
Remove	BASE, COLONIAL	19.80		0.25	2.70	
Replace	BASE, COLONIAL	10.80		4.79	64.84	
Paint	BASE, COLONIAL	10.80	· ·	0.66	7 13	

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* = Min. Charge

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

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= Waste Applied

Operation	Description	Quantity / Unit	Unit / Cost	Repl / Cost	
Remove	DOOR TRIM SET, CUSTOM	1,00 EA	9.32	9.32	
~ Replace	DOOR TRIM SET, CUSTOM	1.00 EA	80.79	84.39	
Paint	DOOR TRIM SET, CUSTOM	1.00 EA	22.14	22.14	

A.	STER CLOS	ET AREA 8.60 X 11.00	X 8.00	SFC = 94.60	SFW = 313.60	SFLW = 68.80	SFSW=
		88.00 SFR	= 408.20	Perimeter = 39.	20		
	Remove	JOIST, CEILING BAKING SODA SPR	94.60	LFF	0.92	87.03	
	Remove	WALL STUD, 2"x4" COMPLETE CLE	313.60	SFW	0.12	37.63	
	Special	CLEAN & SEAL FRAMING CEILING	94.60	SFL	0.32	30.27	
	Special	CLEAN & SEAL FRAMING WALL	313.60		0.32	100.35	
	Remove	DRYWALL CEIL	94.60		0.52	49.19	
	Replace	DRYWALL CEIL	94.60		1.30	133,83	
	Paint	CEILING, 2 COATS + PRIME	94.60	SFC	0,59	55.81	
	Remove	INSUL,CEIL,BATT,FOIL FC,9"	94.60	SFC	0.20	18.92	
	Replace	INSUL,CEIL,BATT,FOIL FC,9"	94.60	SFC	1.07	101.22	
	Remove	DRYWALL WALL ,	313.60	SFW	0.30	94.08	
	Replace	DRYWALL WALL	313.60	SFW	1.22	403.24	
	Paint	DRYWALL WALL	100.00	SFW	0.59	59.00	
	Remove	WALLPAPER BORDER	39.20	LFW	0.34	13.33	
	Replace	WALLPAPER BORDER	39,20	LFW	1.34	56.19	
	Remove	WALLPAPER, EXCELLENT	213,60		0.41	87.58	
	Replace	WALLPAPER, EXCELLENT	213.60		1.33	314.85	
	Special	SIZE WALLS	213,60		0.18	38.45	
	Remove	BASE, COLONIAL		LFW	0.25	9.80	
	Replace	BASE, COLONIAL		LFW	4.79	200.87	
	Paint	BASE, COLONIAL		LFW	0,66	25.87	
	Remove	MOLDING, COVE, 1 3/4"	6,00	LFW	0.27	1.62	
	Replace	MOLDING, COVE, 1 3/4*	6.00	LFW	2.28	14.17	
	Paint	MOLDING, COVE, 1 3/4*	6.00	LFW	0.70	4.20	
	Remove	VALANCE TRIM	6.00	LFW	0.35	2.10	
	Replace	VALANCE TRIM	6.00	LFW	7.75	46.50	
	Paint	VALANCE TRIM		LFW	0.67	4.02	
	Remove	DOOR TRIM SET, CUSTOM	8,00		9.32	74.56	
	Replace	DOOR TRIM SET, CUSTOM	8.00		80.79	654.97	
	Paint	DOOR TRIM SET, CUSTOM	8.00		22.14	177.12	
	Clean	DOOR,	10.00		5.24	52.40	
	Paint	DOOR	10.00		35.16	351.60	
	Rem/Reset	DOOR ONLY, INT, 6 PANEL	5.00		57.89	289.45	
	Special	FLOOR PREP, RESCREW FLOOR	94.60		0.21	19.87	
	Remove	WIRING, RESIDENCE	94.60		0.10	9.46	
	Replace	WIRING, RESIDENCE	94.60		2.75	260.15	
	Remove	CARPET & PAD, EXCELLENT (SY)	10.51		2.07	21.76	
	Replace	CARPET & PAD, EXCELLENT (SY)	kQ.51		33,55		
	Replace	REGISTER, HEAT, 12" X 5"	1.00		22.59	447.44	
	Paint	REGISTER, HEAT, 12" X 5"	1.00			22.59	
		The same of the sa	1.00	Dr.	3,55	3,55	

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* = Min. Charge

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Insured:

BORDEN

= Waste Applied

	Operation	Description	Quantity /	Unit	Unit / Cost	Repl / Cost	
	Remove	RECEPTACLE, DUPLEX/SWITCH	3.00	EA	4.32	12.96	
	Replace	RECEPTACLE, DUPLEX/SWITCH	3.00	EA	22.00	66.00	
	Remove	RECEPTACLE, G.F.I.	1.00	EA	4.32	4.32	
	Replace	RECEPTACLE, G.F.I.	1.00	EA	50.25	50.25	
	Remove	CEILING FIXTURE, GOOD	2.00	EA	9.35	18.70	
	Replace	CEILING FIXTURE, GOOD	2.00	EA	104.31	208.62	
	Remove	VANITY STRIP LIGHT,MIR,3LT	1.00	EA	9.34	9.34	
	Replace	VANITY STRIP LIGHT,MIR,3LT	1.00	EA	99.99	99.99	
	Rem/Reset	MIRROR WALL, PLATE GLASS, 1/4*	18.00	SF	3.40	61.20	
	Clean	MIRROR WALL, PLATE GLASS, 1/4"	18,00	SF	0.40	7.20	
	Remove	ACCESSORY, BATHROOM, GD	1.00	EA	6.78	6,78	
	Replace	ACCESSORY, BATHROOM, GD	1,00	EA	21.81	21.81	
	Remove	CABINET, BASE, EXCELLENT	6,00	LFW	8.47	50.82	
	Replace	CABINET, BASE, EXCELLENT	6.00	LFW	157.71	946,26	
	Remove	COUNTERTOP CORIAN SITE BUILT	6.00	LF	1.39	8.34	
	Replace	COUNTERTOP CORIAN SITE BUILT	1.00	LF	1,200.00	1,200.00	
	Remove	SINKBWL, VG	1.00	EA	27 .11	27.11	
	Replace	SINKBWL, VG	1.00	EA	437,88	437.88	
	Remove	FAUCET, BATH, VG	1.00	EA	22.15	22.15	
	Replace	FAUCET, BATH, VG	1.00	EA	94.00	94.00	
	Remove	SHELF, 1" x 10" .	27.00	LFW	0.90	24.30	
,	Replace	SHELF, 1" x 10"	27.00	LFW	6.54	1 7 9.60	
	Paint	SHELF, 1" x 10"	27.00	LFW	1.37	36.99	
	Remove	CLOSET POLE, 3 1/2"	27.00	LF	0,31	8,37	
	Replace	CLOSET POLE, 3 1/2"	27.00		3.10	85.16	
	Paint	CLOSET POLE, 3 1/2"	27.00		0.87	23.49	

MASTERBATH	9.00 X 13.30 SFLW= 72.00	X 8.00 + offset SFSW= 106.40	2.70 X 6.50 SFR = 598.05	SFC = 137.25
Remove	JOIST, CEILING BAKING SODA SPR	137.25 LFF	0.92	126.27
Remove	WALL STUD, 2"x4" COMPLETE CLE	392.00 SFW	0.12	47.04
Special	CLEAN & SEAL FRAMING CEILING	119.70 SFL	0.32	38.30
Special	CLEAN & SEAL FRAMING WALL	392,00 SFL	0.32	125.44
Remove	DRYWALL CEIL	137,25 SFC	0.52	71.37
Replace	DRYWALL CEIL	137.25 SFC	1,30	189.27
Paint	CEILING, 2 COATS + PRIME	137,25 SFC	0.59	80.98
Remove	INSUL,CEIL,BATT,FOIL FC,9"	137,25 SFC	0.20	27.45
Replace	INSUL,CEIL,BATT,FOIL FC,9"	137.25 SFC	1.07	146,86
Remove	DRYWALL WALL	460.80 SFW	0.30	138.24
Replace	DRYWALL WALL	460.80 SFW	1.22	582.82
Paint	DRYWALL WALL	230.00 SFW	0.59	135.70
Remove	WALLPAPER BORDER	115.20 LFW	0.34	39.17
Replace	WALLPAPER BORDER	115,20 LFW	1.34	159.90
Remove	BASE, CERAM.TILE, THIN SET	57.60 LFW	0.68	39.17
	BASE, CERAM. TILE, THIN SET	57.60 LFW	11.00	639.96

Building Repair Essignate 04-cv-00175-SJM

Document 15-4Clain=Number / 14/200 PA123 Page 7 of 47 Insured: BORDEN

* = Min. Charge

^ = Exempt from Overhead, Profit or Taxes

= Overrides

= Waste Applied

Pa

age	4

Remove (CERAMIC WALLS, THIN SET, 4"				
	CERAMIC WALLS, THIN SET, 4"	120.00	SFW	1.47	176,40
	CERAMIC WALLS, THIN SET, 4"	120.00		8,95	1,107.41
•	CERAMIC FIXTURE (EA)	2.00		20.45	40.90
	DOOR TRIM SET, CUSTOM	1.00	EA	9.32	9.32
	DOOR TRIM SET, CUSTOM	1.00	EA	80,79	89.44
•	DOOR TRIM SET, CUSTOM	1.00	EA	22.14	22.14
	DOOR,	1.00	EA	5.24	5.24
	DOOR	1.00		35.16	35.16
	DOOR ONLY, INT, 6 PANEL	1.00	EA	57.89	57.89
	CASEMENT ANDERSON VYN/WOC			21.69	43.38
	CASEMENT ANDERSON VYN/WOC			695.00	1,390.00
•	WINDOW TRIM SET, CUSTOM	2.00		10.72	21.44
	WINDOW TRIM SET, CUSTOM	2.00		81.04	163.42
•	WINDOW TRIM SET, CUSTOM	2.00		31.26	62.52
	WINDOW, CASEMENT, LG	2.00	EA	37.66	75.32
	WIRING, RESIDENCE	137.25	SF	0.10	13.73
	WIRING, RESIDENCE	137.25		2.75	377.44
•	REGISTER, HEAT, 12" X 5"		EA	22.59	22.59
•	REGISTER, HEAT, 12" X 5"		EA	3,55	3,55
	RECEPTACLE, DUPLEX/SWITCH		EA	4.32	12.96
	RECEPTACLE, DUPLEX/SWITCH		EA	22,00	66.00
•	CEILING FIXTURE, GOOD		EA	9.35	9.35
	CEILING FIXTURE, GOOD		EA	104.31	104.31
-	RECEPTACLE, G.F.I.	1,00	EA	4.32	4.32
	RECEPTACLE, G.F.I.	1,00	EA	50.25	50.25
Remove	SWITCH, DIMMER TYPE	1,00	EA	4,76	4.76
Replace	SWITCH, DIMMER TYPE	1.00	EA	65.71	65.71
Remove	ACCESSORY, BATHROOM, GD	1.00	EA	6.78	6.78
Replace	ACCESSORY, BATHROOM, GD	1,00	EA	21.81	21.81
Replace	FIXTURE,INCNDSCENT,RECESS		EA	108.00	324.00
Remove	EXHAUST FAN WITH LIGHT, EX	1.00	EA	12.32	12.32
	EXHAUST FAN WITH LIGHT, EX		EA	201.65	201.65
•	CERAMIC FLOOR, THIN SET, 1"X2"			1.18	161.95
	CERAMIC FLOOR, THIN SET, 1"X2"			11.00	1,563.11
	UNDERLAYMENT, LAUAN, 1/4"	137,25		0.49	67.25
Replace	UNDERLAYMENT, LAUAN, 1/4"	137,25	SFF	0.84	121.55
Remove	SHOWER DOORS	1.00	EA	7.13	7.13
Replace	SHOWER DOORS	1,00	EA	487.00	487.00
Remove	BATH TUB, FIBERGLASS JACUZZI		EA	45.18	45.18
Replace	BATH TUB, FIBERGLASS JACUZZI	1.00	EA	1,400.00	1,400.00
Remove	FAUCET, BATH, EX		EA	22.15	22.15
Replace	FAUCET, BATH, EX		EA	349.00	349.00

Interior

BATHROOM CLOSET

2.90 X 2.70 X 8.00 21.60 SFR = 97.43

SFC = 7.83SFW = 89.60Perimeter = 11.20

SFLW= 23.20

SFSW=

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* = Min. Charge

Insured:

BORDEN

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= Overrides

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= Waste Applied

Operation	Description			Unit / Cost	Repl / Cost	
Remove	JOIST, CEILING BAKING SODA SPR	7.83	LFF	0.92	7.20	
Remove	WALL STUD, 2"x4" COMPLETE CLE	89.60	SFW	0.12	10.75	
Special	CLEAN & SEAL FRAMING CEILING			0.32	2.51	
Special	CLEAN & SEAL FRAMING WALL	89.60	SFL	0.32	28.67	
Remove	DRYWALL CEIL	7.83	SFC	0.52	4.07	
Replace	DRYWALL CEIL	7,83		1.30	21.03	
Paint	CEILING, 2 COATS + PRIME	7.83	SFC	0.59	4,62	
Remove	INSUL,CEIL,BATT,FOIL FC,9"	7.83	SFC	0.20	1.57	
Replace	INSUL,CEIL,BATT,FOIL FC,9"	7.83	SFC	1.07	8.38	
Remove	DRYWALL WALL	89.60	SFW	0.30	26.88	
Replace	DRYWALL WALL	89.60	SFW	1.22	129.96	
Paint	DRYWALL WALL	89.60	SFW	0.59	52.86	
Remove	SHELF, 1" x 10"	13.50	LFW	0.90	12.15	
Replace	SHELF, 1" x 10"	13.50	LFW	6.54	89.81	
Paint	SHELF, 1" x 10"	13.50	LFW	1.37	18.50	
Remove	CERAMIC FLOOR, THIN SET, 1"X2"	7.83	SFF	1.18	9.24	
Replace	CERAMIC FLOOR, THIN SET, 1"X2"	7.83	SFF	11.00	139.49	
Remove	BASE, COLONIAL	11.20	LFW	0.25	2.80	
Replace	BASE, COLONIAL	11.20	LFW	4.79	66.75	
Paint	BASE, COLONIAL	11.20	LFW	0.66	7.39	
Remove	DOOR TRIM SET, CUSTOM	1.00	EA	9.32	9.32	
Replace	DOOR TRIM SET, CUSTOM	1.00	EA	80.79	84.39	
Paint	DOOR TRIM SET, CUSTOM	1,00	EA	22.14	22.14	

CLOSET IN M		0 X 8.00 $FR = 60.68$	SFC = 3.00 Perimeter =		SFLW= 11.20	SFSW=
Remove	JOIST, CEILING BAKING SODA S	PR 3.08	LFF	0.92	2,83	
Remove	WALL STUD, 2"x4" COMPLETE C		SFW	0.12	6.91	
Special	CLEAN & SEAL FRAMING CEILI		SFL	0.32	0.99	
Special	CLEAN & SEAL FRAMING WALL	57.60	SFL	0.32	18.43	
Remove	DRYWALL CEIL	3.08	SFC	0.52	1.60	
Replace	DRYWALL CEIL	3.08	SFC	1.30	14.85	
Paint	CEILING, 2 COATS + PRIME	3.08	SFC	0.59	1.82	
Remove	INSUL,CEIL,BATT,FOIL FC,9"	3.08	SFC	0,20	0.62	
Replace	INSUL,CEIL,BATT,FOIL FC,9"	3.08	SFC	1.07	3.30	
Remove	DRYWALL WALL	57.60	_	0.30	17.28	
Replace	DRYWALL WALL	57.60		1,22	90.92	
Paint	DRYWALL WALL	57.60		0.59	33.98	
Remove	SHELF, 1" x 10"		LFW	0.90	6.48	
Replace	SHELF, 1" x 10"		LFW	6.54		
Paint	SHELF, 1" x 10"		LFW	1.37	48.43	
Remove	CARPET & PAD, EXCELLENT (S)		SYF	2.07	9.86	
Replace	CARPET & PAD, EXCELLENT (SY	•	SYF	33.55	0.70	
Remove	BASE, COLONIAL	•	LFW	0.25	106.24	
Replace	BASE, COLONIAL		LFW		1.80	
•	•	1.20	-	4.79	47.59	

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* = Min. Charge

Insured:

BORDEN

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= Overrides

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=	Waste	Applied

Operation	Description	Quantity / Unit	Unit / Cost	Repl / Cost
Paint	BASE, COLONIAL	7.20 LFW	0,66	4,75
Remove	DOOR TRIM SET, CUSTOM	1.00 EA	9.32	9.32
~ Replace	DOOR TRIM SET, CUSTOM	1.00 EA	80.79	84,39
Paint	DOOR TRIM SET, CUSTOM	1.00 EA	22.14	22.14

)	BEDROOM REA	AR 13.50 X 15.00 SFLW= 108.00		0 + offse V= 120.00	st 2.40 X 8.30 SFR = 811.22	SFC = 222.42 Perimeter = 73.60	SFW = 588.80
	Remove	JOIST, CEILING BAKING SODA SPR	222.42	LFF	0.92	204.6	63
	Remove	WALL STUD, 2"x4" COMPLETE CLE	588.80	SFW	0.12	70.6	66
	Special	CLEAN & SEAL FRAMING CEILING	202.50	SFL	0.32	64.8	80
	Special	CLEAN & SEAL FRAMING WALL	588.80	SFL	0.32	188.4	42
	Remove	DRYWALL CEIL	222.42		0.52	115.6	66
	Replace	DRYWALL CEIL	222,42		1.30	299.9	99
	Paint	DRYWALL CEIL.,5/8"FIRE RES	222.42		0.59	131.3	
	Remove	INSUL,CEIL,BATT,FOIL FC,9"	222.42		0.20	44.4	
	Replace	INSUL,CEIL,BATT,FOIL FC,9"	222.42		1.07	237.9	
•	Remove	DRYWALL WALL	588.80		0.30	176.6	
	Replace	DRYWALL WALL	588.80		1.22	738.9	98
	Paint	DRYWALL WALL-FAUX 3 COAT AF	588.80		2.00	1,177.0	60
	Special	SIZE WALLS	588.80		0.21	123.0	65
	Remove	WALLPAPER, EXCELLENT	588.80		0.41	241.	41
	Replace	WALLPAPER, EXCELLENT	588.80		1.68	1,026.9	97
	Remove	WALLPAPER BORDER		LFW	0.34	25.0	02
	Replace	WALLPAPER BORDER		LFW	1.34	99.:	57
	Remove	BATT INSULATION - WALL R19	298.00		0.19	56.0	
	Replace	BATT INSULATION - WALL R19	298.00		0.82	244.1	
	Remove	BASE, COLONIAL		LFW	0,25	18.4	40
	Replace	BASE, COLONIAL		LFW	4.79	365.6	65
	Paint	BASE, COLONIAL		LFW	0,66	48.5	58
	Remove	DOOR TRIM SET, CUSTOM	5,50		9.32	51.2	26
	Replace	DOOR TRIM SET, CUSTOM	5.50		80.79	450 .1	11
	Paint	DOOR TRIM SET, CUSTOM	5.50		22.14	121.1	77
	Clean	DOOR,	2.00		5,24	10.4	48
	Paint	DOOR	2.00		35,16	70.3	32
		DOOR ONLY, INT, 6 PANEL	2.00		57.89	. 115.7	78
	Remove	OPENING, CASED	1.00		10.72	10.1	72
	Replace	OPENING, CASED	1.00		82,36	85.3	36
	Paint	OPENING, CASED	1.00		30,99	30.9	99
	Remove	WINDOW TRIM SET, CUSTOM	1.00		1.50	1.5	50
	Replace	WINDOW TRIM SET, CUSTOM	1.00		81.04	82.6	50
)	Paint	WINDOW TRIM SET, CUSTOM	1.00		31,26	31.2	26
'	Remove	DOOR, EXT, WOOD, PH, FRENCH	1.00		13.55	13.5	55
	Replace	DOOR, EXT, WOOD, PH, FRENCH	1.00		1,999.00	1,999.0	00
	Paint	DOOR, EXT, WOOD, PH, FRENCH	1.00		36.04	36.0)4
	Paint	WINDOW TRIM SET, CUSTOM	1.00	EA	31.26	31.2	26

Building Repair Estimate
* = Min. Charge

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Insured: BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

= Waste Applied

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	Operation	Description	Quantity /	Unit	Unit / Cost	Repl / Cost	
	Remove	OAK FLOOR, 2 1/4", CLEAR	222.42	SFF	0.64	142.35	·····
	Replace	OAK FLOOR, 2 1/4*, CLEAR	222.42	SFF	7.90	1,757.12	
	Special	SAND AND FINISH FLOORS	222.42	SFF	3.15	700.62	
	Remove	CASEMENT ANDERSON VYN/WOO	1.00	EA	21.69	21.69	
	Replace	CASEMENT ANDERSON VYN/WOO	1.00	EA	695.00	695.00	
	Paint	WINDOW, CASEMENT, LG	1.00	EA	37.66	37.66	
	Special	FLOOR PREP, RESCREW FLOOR	222.42	SFF	0.21	46.71	
	Remove	WIRING, RESIDENCE	222.42	SF	0.10	22.24	
	Replace	WIRING, RESIDENCE	222,42	EA	2,75	611.65	
	Replace	REGISTER, HEAT, 12" X 5"	3.00	EA	22.59	67.77	
	Paint	REGISTER, HEAT, 12" X 5"	3.00	EA	3,55	10,65	
,	Remove	SMOKE DETECTOR	1.00	EA	9,35	9.35	
	Replace	SMOKE DETECTOR	1.00	EA	54.53	54.53	
	Remove	RECEPTACLE, DUPLEX/SWITCH	8.00	EA	4.32	34,56	
	Replace	RECEPTACLE, DUPLEX/SWITCH	8.00	EA	22.00	176.00	
	Remove	OUTLET, TELEPHONE/CABEL	3.00	EA	4.32	12.96	
	Replace	OUTLET, TELEPHONE/CABEL	3.00	EA	20.35	61.05	
	Special	DRAPERIES, REMOVE/RESET	2.00	EA	31.49	62.98	
	Remove	SWITCH, DIMMER TYPE	1.00	EA	4.76	4.76	
	Replace	SWITCH, DIMMER TYPE	1.00	EA	65.71	65.71	
	Remove	CHANDELIER, VERY GOOD	1,00	EA	19.36	19.36	
	Replace	CHANDELIER, VERY GOOD	1.00	EA	487.40	487.40	
•	Remove	FLUOR. FIXTURE, SURFACE, 4x1	1.00	EA	7.68	7.68	
	Replace	FLUOR. FIXTURE, SURFACE, 4x1	1.00	EA	108.13	108.13	

F	HALL BATHR	***************************************	X 8,00 = 262,40	SFC = 44.80 Perimeter = 2		SFLW= 64.00	SFSW=
	SMOKE FOL	LOWED PIPE CHASES UP	202,10	i cruneter – 2			
	Remove	JOIST, CEILING BAKING SODA SPR	44.80	LFF	0.92	41.22	
	Remove	WALL STUD, 2*x4* COMPLETE CLE	217.60	SFW	0.12	26.11	
	Special	CLEAN & SEAL FRAMING CEILING	44.80	SFL	0.32	14.34	
	Special	CLEAN & SEAL FRAMING WALL	217.60	SFL	0.32	69.63	
	Remove	DRYWALL CEIL	44.80	- · ·	0.52	23,30	
	Replace	DRYWALL CEIL	44.80		1.22	65.50	
	Special	TEXTURE CEILING	44.80		0.77	34.50	
	Remove	INSUL,CEIL,BATT,FOIL FC,9"	44.80		0.20		
	Replace	INSUL,CEIL,BATT,FOIL FC,9"	44.80		1.07	8.96	
	Remove	DRYWALL WALL	217.60		0.30	47.94	
	Replace	DRYWALL WALL	217.60		1.22	65,28	
	Special	SIZE WALLS	217.60		0.21	286.12	
	Remove	WALLPAPER, EXCELLENT	217.60		0.41	45.70	
	Replace	WALLPAPER, EXCELLENT	217.60		1.68	89.22	
)	Remove	WALLPAPER BORDER	27.20			388.97	
	Replace	WALLPAPER BORDER	27.20		0.34	9.25	
	Remove	BATT INSULATION - WALL R19			1.34	37.40	
	Replace	BATT INSULATION - WALL RIP	44.80		0.19	8.51	
	· · · · · · · · · · · · · · · · · · ·	SULL PROPERTION - MATTERIA	44.80	or w	0.62	27.78	

Building Repact Stemate 04-cv-00175-SJM Document 15-4C

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* = Min. Charge

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

Waste Applied

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Operation	Description			Unit / Cost	Repl / Cost	
Remove	BASE, COLONIAL, 3 1/2"	19.00	LFW	0.25	4.75	
- Replace	BASE, COLONIAL, 3 1/2"	19.00	LFW	2.56	50.71	
Paint	BASE, COLONIAL, 3 1/2"	19.00	LFW	0.65	12.35	
Remove	DOOR TRIM SET, CUSTOM	1.00	EA	9.32	9.32	
Replace	DOOR TRIM SET, CUSTOM	1.00		80.79	87.64	
Paint	DOOR TRIM SET, CUSTOM	1.00		22.14	22.14	
Rem/Reset	REGISTER, HEAT, 12" X 5"	1.00		19.34	19.34	
Clean	REGISTER, HEAT, 12" X 5"	1.00		3.18	3.18	
Paint	REGISTER, HEAT, 12" X 5"	1.00		3,55	3.55	
Remove	CERAMIC FLOOR, THIN SET, 12"X1			0.71	31.81	
Replace	CERAMIC FLOOR, THIN SET, 12"X1	•		11.00	519.04	
Remove	UNDERLAYMENT, LAUAN, 1/4"	44.80		0.49	21.95	
Replace	UNDERLAYMENT, LAUAN, 1/4*			0.84	38.75	
Remov e	WIRING, RESIDENCE	44.80		0.10	4.48	
Replace	WIRING, RESIDENCE	44.80		2.75	123.20	
Remove	RECEPTACLE, DUPLEX/SWITCH	2.00		4.32	8.64	
Replace	RECEPTACLE, DUPLEX/SWITCH	2.00		22.00	44.00	
Remove	RECEPTACLE, G.F.I.	1.00		4.32	4.32	
Replace	RECEPTACLE, G.F.I.	1.00		50.25	50.25	
Remove	SWITCH, DIMMER TYPE	1.00		4.76	4.76	
Replace	SWITCH, DIMMER TYPE	1.00		65.71	65.71	
Remove	EXHAUST FAN WITH LIGHT VENT			12.32	12.32	
Replace	EXHAUST FAN WITH LIGHT VENT			201.65	201.65	
Rem/Reset	CHANDELIER, VERY GOOD	1.00		172.59	172.59	
Clean	CHANDELIER, VERY GOOD	1,00		18.30	18.30	
Remove	FLEX STL DUCT W/VNYL CT 4"	12.00		0.52	6.24	
Replace	FLEX STL DUCT W/VNYL CT 4"	12.00		2.84	34.38	
Remove	VANITY, 36" MAHOGONY	1.00		12.15	12.15	
Replace	VANITY, 36" MAHOGONY	1.00		575.00	575.00	
Paint	VANITY, 36" MAHOGONY	1.00		24.51	24.51	
Replace	LAV, CULT MARB, DBL BWL, 37"	1.00		172.22	172.22	
Replace	FAUCET, BATH, EX	1.00		141.79	141,79	
Rem/Reset	WATER CLOSET, 2 PIECE, EX	1.00		94,55	94.55	
Clean	WATER CLOSET, 2 PIECE, EX	1,00		8.55	8.55	
Replace	TOILET SEAT	1.00		56.93	56.93	
Replace	MEDICINE CABINET	1.00	EA	186,00	186.00	
Replace	ACCESSORY, BATHROOM, BRASS	3.00		78.00	234.00	
Rem/Reset	BATH TUB, CAST IRON ENAMEL	1.00		141.00	141.00	
Clean	BATH TUB, CAST IRON ENAMEL	1.00		12.40	12.40	
Rem/Reset	SHOWER ROD	1,00		28.14	28.14	
Remove	CERAMIC FLOOR, THIN SET, 1"X2"	44.80		1.18	52.86	
Replace	CERAMIC FLOOR, THIN SET, 1"X2"	44.80		11.00	546.16	
Remove	UNDERLAYMENT, LAUAN, 1/4"	44.80		0.49		
Replace	UNDERLAYMENT, LAUAN, 1/4"	44.80		0.84	21.95	
• • • •		77.00	OI-I-	V.8 4	43.89	

Building Repair asternate 04-cv-00175-SJM Document 15-4 Claim Newhold: /14/200 PA12 Page 12 of 47

* = Min. Charge

Replace

Special

Special

Remove

Replace

Remove

Replace

Remove

Replace

Remove

Remove

Replace

Replace

ASPHALT SHINGLE, 3TB, 30YR

MEMBRANE ROOF, SINGLE PLY

MEMBRANE ROOF, SINGLE PLY

SHEATHING, ROOF, OSB, 5/8"

RAFTERS BACK SLOPE

FLASHING-VENT PIPES

ICE/WATER SHIELD

ICE/WATER SHIELD

SHEATHING, ROOF, 5/8 RUBBER A

SHEATHING, ROOF 5/8 MAIN ATTIC 1,487,00 SFC

SHEATHING, ROOF, 5/8 MAIN ATT 1,487.00 SFC

SECOND STORY CHARGE

STEEP CHARGE

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

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= Waste Applied				8-
Operation	Description	Quantity / Unit	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Repl / Cost
ATTIC	50,00 X 30,0 SFSW= 240,00	00 X 8.00	SFC = 1,500.00 SFW =	1,280.00 SFLW= 400.00
FLOORSYST	TEM HAS ADDITIONAL SLEEPER			
	GABLES ARE INSULATED, RAFTI			
	LOW ARE BEING REMOVED.		•	
Remove	BATT INSULATION - WALL R19	640.00 SFW	V 0.19	121.60
Replace	BATT INSULATION - WALL R19	640.00 SFW		524.80
Remove	CEILING FIXTURE, PORCELAIN	3.00 EA	8.47	25.41
Replace	CEILING FIXTURE, PORCELAIN	3.00 EA	64,98	194.94
Remove	RAFTERS COMPLETE	1,500.00 LFF		855.00
Remove	RAFTERS COMPLETE	1,500,00 LFF		5,850.00
Remove	JOIST, FLOOR PARTIAL	368.00 LFF		209.76
Replace	JOIST FLOOR PARTIAL	368.00 LFF		823.84
Remove	SHEATHING FLOOR, PLYWOOD	368.00 SFC	0.47	172.96
Replace	SHEATHING FLOOR, PLYWOOD			724.96
Remove	WALL STUD, 2"x4" COMPLETE	448.00 SFV		322.56
Replace	WALL STUD, 2"x4" COMPLETE	448.00 SFV		815.36
Remove	WIRING, RESIDENCE	400.00 SF	0.10	40.00
Replace	WIRING, RESIDENÇE	400.00 EA	2.75	1,100.00
Remove	FIBERBOARD INSULATION	25.00 SF	0.17	4.25
Replace	FIBERBOARD INSULATION	25.00 SF	1.30	33.50
Remove	DOOR TRIM SET,2 1/2",1SIDE	1.00 EA	4.66	4.66
Replace	DOOR TRIM SET,2 1/2",1SIDE	1.00 EA	41.20	41.76
Remove	VENT STACK, PVC PIPE	20.00 LF	1.80	36.00
Replace	VENT STACK, PVC PIPE	20.00 LF	8.94	180.13
		. •		
nterior				
ROOFING	0.00 X 0.00	X 0.00 S	$FC = 0.00 \qquad SFW = 0.00$	SFLW= 0.00
ENTIRE RO	SFR = 0.00 OF NEEDS REPLACEMENT. ROOI G CLEANED FROM UNDERNEATS	Perimeter = 0. F ON MAIN HOU I.		
Remove	ASPHALT SHINGLE,3TB,30YR	48,80 SQC	34.90	1,703.12
Special	STEEP CHARGE	48.80 SQC		1,167.78
Paplaca	ACDITAT TO COMMON TO STORY SAND	64.00 000	,	1,207,70

54.00 SQC

48.80 SQC

27.00 SQC

4.48 SQC

4.48 SQC

448.00 SFC

448.Q0 SFC

4.00 LFF

600.00 LF

600.00 LF

5.00 EA

155.00

23.93

10.12

38.18

270.00

0.48

1.05

0.48

1.05

31.90

0.45

2.06

14.09

8,552,95

1,167,78

273.24

171.05

215.04

489.75

713.76

127.60

270.00

71.86

1,236.00

1,625,59

1,209.60

Building Repair assemite 4-cv-00175-SJM Document 15-4 Claim in the 1/14/2005 A12 age 13 of 47

* = Min. Charge

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

Paint

DOOR TRIM SET, CUSTOM

DOOR TRIM SET, CUSTOM

Page

49

	Overndes					Page	49
	Waste Applied		******		**************************************	•••••	
	Operation	Description	Quantity /	'Unit	Unit / Cost	Repl / Cost	
	Replace	FLASHING, DOUBLE CHIMNEY	1.00	SFL	275.00	275.16	
	Remove	RIDGE, ROLL - 90#	100.00	LF	0.53	53,00	
	Replace	RIDGE, ROLL - 90#	100.00	LF	1.04	107.60	
Inte	erior						
	FRONT ELEVA	ATION-MAIN HOUS52.00 X 1.00 SFSW= 16.00		0 SFC 1,748.00	S = 52.00 SFW = 1,696.00 Perimeter = 106.00	SFLW= 832.6	00
, ,	5						
	Remove	SDING, VINYL, DOUBLE, 4*	1,560.00		0.73	1,138.80	
2	Replace	SDING, VINYL, DOUBLE, 4*	1,569.00		1.92	3,167.81	
	Remove	SCAFFOLD, STEEL, 1 USE, 20'H	1.696.00		0.37	627.52	
	Replace	SCAFFOLD,STEEL,1 USE,20'H	1.696.00		0.50	848.00	
	Replace Remove	VAPOR BARRIER SHELTER WRAP	1,560,00		0.16	249.60	
	Replace	GUTTERS/DOWNSPOUT, ALUMINU			0.71	173.24	
	Remove	GUTTERS/DOWNSPOUT, ALUMINU FASCIA, 1" X 6"			6.26	1,527.44	
	Replace	FASCIA, 1" X 6"		LFW LFW	0.51	36.72	
_	Paint	FASCIA, 1" X 6" .	206,00		3.40 0.79	246.85	
	Remove	SOFFIT, PLYWOOD, 1/2"	26.00		0.49	162.74	
	Replace	SOFFIT, PLYWOOD, 1/2"	26,00			12.74	
	Paint	SOFFIT, PLYWOOD, 1/2"	130.20		2.16	56,99	
	Remove	MOLDING, CROWN, 4 5/8"	:	LFW	1.02 0.43	132,80	
	Replace	MOLDING, CROWN, 4 5/8"		LFW	2.76	12,90	
	Paint	MOLDING, CROWN, 4 5/8"		LFW	0.70	86.26	
	Replace	WALL STUD, 2" x 6"-REPAIRr		LFF	55.00	21.00	
	Remove	T & G PINE CEILING	104.00		0.28	55.03	
	Replace	T & G PINE CEILING	104.00		3.06	29.12	
	Paint	PINE CEILING	104.00		0.59	322,92 61,36	
	Remove	INSUL,CEIL,BATT,UNFACED,9"	104,00		0.19	19.76	
	Replace	INSUL,CEIL,BATT,UNFACED,9"	104.00		0.65	67.60	
	Paint	POST		LFW	25.00	125.00	
	Remove	SHEATHING WALL, PLYWOOD	211,20		0,47	99.26	
	Replace	SHEATHING WALL, PLYWOOD	211,20		1.87	416.07	
	Remove	BRICK VENEER, WALL, 4"	750,00		1.72	1.290.00	
	Replace	BRICK VENEER,WALL,4"	750,00		10.46	7,943.63	
	Special	ACID WASH MASONRY SLAB	104,00		0.70	72.80	
	Remove	DOOR, EXT, METAL, PH, SPECIAL	1.00		13.55	13.55	
	Replace	DOOR, EXT, METAL, PH, SPECIAL	1.00		925.00	925.00	
	Paint	DOOR, EXT, METAL, PH, SPECIAL	1.00		48.68	48.68	
	Remove	DOOR, GENERAL LITE	1.00		13.55	13.55	
	Replace	DOOR, GENERAL LITE	1.00		755.00	755.00	
_	Paint	DOOR, GENERAL LITE	1.00		34.91	34.91	
	Replace	LOCKSET, EXTERIOR	1.00		147.00	147.00	
	Replace	DEAD BOLT LOCK	1,00		74.40	74.40	
	Remove	DOOR TRIM SET, CUSTOM	1.00		9.32	9.32	
	Replace	DOOR TRIM SET, CUSTOM	1.00		80.70	7.32	

1.00 EA

1.00 EA

80.79

22.14

81.87

22.14

* = Min. Charge

Building Repair Estimate 04-cv-00175-SJM Document 15-4 Claim North 161/14/2005 A128 age 14 of 47

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

= Overrides

Remove

MOLDING, CROWN, 4 5/8"

Page

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(Waste Applied					1 460	, 50
	Operation	Description	Quantity /	'Unit	Unit / Cost	Repl / C	ost
******	Remove	CEILING FIXTURE, EXCELLENT	2.00	EA	9.35	18.	70
	Replace	CEILING FIXTURE, EXCELLENT	2.00		131.43	262.	
	Rem/Reset	SHUTTERS, VINYL, LOUVERED, EX			31.26	93.	
	Clean	SHUTTERS, VINYL, LOUVERED, EX			13.60	40.	
Inter	ior						
R	IGHT ELEVA	TION 1.00×1.00 $SFR = 5.00$	X 1.00 Perimete	SFC = 1.00 r = 4.00	SFW = 4.00	SFLW= 1.00	SFSW= 1.00
4 3 1	Remove	SIDING, VINYL, DOUBLE, 4"	445.00	SFW	0.73	324.	25
ŀ	Replace	SIDING, VINYL, DOUBLE, 4"	445.00		1.92	898.	
•	Remove	SCAFFOLD, STEEL, 1 USE, 20 H	445.00		0.37	164.	
ſ	Replace	SCAFFOLD, STEEL, 1 USE, 20 H	445.00		0.50	222.	
•	Replace	VAPOR BARRIER SHELTER WRAP	445.00		0.16	71,	
	Remove	GUTTERS/DOWNSPOUT, ALUMINU			0.71	42.	
	Replace	GUTTERS/DOWNSPOUT, ALUMINU	60.00		6.26	375.	
	Paint	FASCIA, 1" X 6"	77.00		0.79	60.	
	Rem/Reset	SHUTTERS, VINYL, LOUVERED, EX	1:00		31.26	31.	
	Clean	SHUTTERS, VINYL, LOUVERED, EX	1.00	PR	13,60	13.	
	Paint	SOFFIT, PLYWOOD, 1/2"	60.00	SF	1.02	61,:	
	Clean	BRICK VENEER, WALL, 4"	260.00		0.37	96,:	
	Special	TUCKPOINT BRK/STN 1/4"DEEP (SI	260.00		2.51	652.	
Interi	ior						
R	EAR ELEVAT	ION 0.00×0.00 $SFR = 0.00$	X 0.00 Perimeter	SFC = 0.00 $= 0.00$	SFW = 0.00	SFLW= 0.00	SFSW= 0.00
	Remove	GUTTERS/DOWNSPOUT, ALUMINU	162.00	מוז	0.51		
	Replace	GUTTERS/DOWNSPOUT, ALUMINU	162.00		0.71	115.0	
	Remove	SIDING, VINYL, DOUBLE, 4"	550.00		6.26	1,014.1	
	Replace	SIDING, VINYL, DOUBLE, 4"	550.00		0.73	401.5	
	Remove	SHEATHING, WALL, OSB, 1/2"	162,00		1.92	1.110.4	
	Replace	SHEATHING, WALL, OSB, 1/2"	162.00		0.42	68.0	
	Remove	I-1/8 T&G	126.00		0.86	143.3	
	Remove	1-1/8 T&G	126.00		0.42	52.9	
	Paint	PINE CEILING	126.00		2.48	312.4	
	Remove	TRIM, 1" X 8"	120.00		0.59	74.3	
	Replace	TRIM, 1" X 8"	120.00		0.28	33.6	
	Paint	TRIM, 1" X 8"	120.00		3.29	400.7	
	Remove	PADDLE FAN, GOOD	1.00		0.81	97.2	
		PADDLE FAN, GOOD	1.00		28.72	28.7	
	-	CEILING FIXTURE, EXCELLENT	1.00		224.28	224.2	
	Replace	CEILING FIXTURE, EXCELLENT	1.00		9.35	9.3	
	·	MOLDING CROWN 4 5/8"	100.00		131.43	131.4	3

120.00 LFW

0.43

51.60

Building Repair Estimate 4-cv-00175-SJM Document 15-4 Claim Number 14/2005 PA12 age 15 of 47 Insured: BORDEN

^ = Exempt from Overhead, Profit or Taxes

Waste Applied

= Overrides

Page

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Operation	Description	Quantity / Unit	Unit / Cost	Repl / Cost	
Replace	MOLDING, CROWN, 4 5/8"	120.00 LFW	2,76	345.02	
Paint	MOLDING, CROWN, 4 5/8"	120.00 LFW	0.70	84.00	
Remove	BRICK VENEER,WALL,4*	120.00 SFW	1,72	206.40	
Replace	BRICK VENEER, WALL, 4"	120,00 SFW	10,46	1,270,98	
Special	ACID WASH MASONRY SLAB	120,00 SFF	0.70	84.00	
Paint	CONCRETE FLOOR, 4"	126.00 SFF	1.19	149.94	
Special	POWER WASH	416.00 SF	0.43	178.88	
Paint	TRIM, 6" TO 12", 2 COATS	128.00 LFW	0.73	93.44	

LE	FT ELEVAT	TION 0.00×0.00 SFR = 0.00	X 0.00 Perimete	SFC = 0.00 $r = 0.00$	SFW = 0.00	<i>SFLW</i> = 0.00	SFSW= 0.00
	Remove	GUTTERS/DOWNSPOUT, ALUMINU	92.00	LF	0.71	65,3	2
	Replace	GUTTERS/DOWNSPOUT, ALUMINU	92,00	LF	6.26	575.9	
	Remove	SHEATHING, WALL, OSB, 1/2"	365.00	SFW	0.42	153.3	
	Replace	SHEATHING, WALL, OSB, 1/2"	365.00	SFW	0.86	322.9	
	Remove	BRICK VENEER, WALL, 4"	365.00	SFW	1,72	627.8	
J	Replace	BRICK VENEER, WALL, 4"	365.00		10,46	3,865.9	
	Special	ACID WASH MASONRY SLAB	60.00		0.70	42.0	
	Paint	CONCRETE FLOOR, 4"	60.00		1.19	71.4	
	Remove	GABLE VENT		LFF	0,52	0.5	
	Replace	GABLE VENT		LFF	60.00	60.2	
	Remove	DOOR, EXT, METAL, PH, SPECIAL	2.00	EA	13.55	27.1	
	Replace	DOOR, EXT, METAL, PH, SPECIAL	2.00	EA	966.00	1,932,0	
	Paint	DOOR, EXT, METAL, PH, SPECIAL	2 00	EA	48.68	97.3	
	Remove	LOCKSET, EXTERIOR	2.00	EA	6.78	13.5	
	Replace	LOCKSET, EXTERIOR	2.00	EA	107.86	215.7	
	Remove	FASCIA, ALUMINUM	80.00	LFW	0.50	40.00	
	Replace	FASCIA, ALUMINUM	80.00	LFW	2.25	190.0	
	Remove	SOFFIT, VINYL	119.00	LFW	0.68	80.9	
	Replace	SOFFIT, VINYL	119.00	LFW	2.84	346.0:	_
	Remove	FLOOD LIGHT, DOUBLE BULB W N	1.00	EA	11.79	11.79	
	Replace	FLOOD LIGHT, DOUBLE BULB W N	1,00	EA	104,53	104.53	
	Remove	CEILING FIXTURE, EXCELLENT	2.00	EA	9,35	18.70	
	Replace	CEILING FIXTURE, EXCELLENT	2.00	EA	131.43	262.86	
	Remov e	TRIM, !" X 8"	40.00	LFW	0,28	11.20	
	Replace	TRIM, 1" X 8"	40.00	LFW	3,29	133.58	
	Paint	TRIM, 1" X 8"	40.00	LFW	0.81	32.40	
	Remove	AIR CONDITIONER, 3 TON	1.00	EA	54.22	54.22	
	Replace	AIR CONDITIONER, 3 TON	1.00	EA	1,690.00	1,690.00	
	Remove	SHUTTERS, VINYL	4.00		9.68	38.72	
	Replace	SHUTTERS, VINYL	4.00		64.47	257.88	

Building Repail Repail O4-cv-00175-SJM Document 15-4 Plain Number: 14/2005 PA123 Page 16 of 47

* = Min. Charge

Insured:

BORDEN

^ = Exempt from Overhead, Profit or Taxes

Overrides

\$691,117.98

Waste Applied							Page	52
Operation	Description				Unit		Repl / Cos	t
GENERAL			X 0.00 = 0.00	X 0.00 Perimeter	SFC = 0.00		SFLW= 0.00	SFSW= 0.06
Special	TEMPORAR			6.00	LS	75.00	450.00)
Special		FEES, INSUR	ANCE	1.00		3,000.00	3,000.00)
Special	DUMPSTER			12.00		456.00	5,472.00)
Special		CONTENT I		1.00		500.00	500.00	
Replace Replace		V- MAIN HOU	ISE BALA			2,900.00	2 ,900.0°	
Clean	ALARM BID POST CLEAR			1.00	• •	4,860,00	4,860.00	
Replace	LANDSCAPI			10.00 1.00		28.00	280.00	
	CHECK & SI		DICAP AT	1.00		3,000.00 750.00	3,000.00	
Special	POWER WAS		Jioru ru,	1.00	•	3 5 0.00	750.00 350.00	
alculation Method	d: Overh	lead & Then	 Profit	 	-		\$5 61,800,38	3
Overhead	@ .	10.00%					\$ 56,180.04	1
Profit	@	10.00%					\$617,980.42	2
							\$ 61,798.04	ļ
Taxes					•		\$679,778.46	.
Material	@	6.00%					73.3(7.0.10	
Labor	(a),	0.00%						
Equipment	@	6.00%						
	_						\$ 11,339.52	

GIORDANO ASSOCIATES, INC

Established 1978

71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

Amica Mutual Insurance Company Mr. David J. Bennett, CPCU, Branch Manager Pittsburgh Regional Office 1500 Corporate Drive, Suite 250 Canonsburg, PA 15317-8574

April 6, 2003

RE:

Dr. & Mrs. Borden F30200301218

Dear Mr. Bennett,

This is a formal response to your letter dated March 11, 2003, March 17, 2003, March 25, 2003 and March 31, 2003. I will address your concerns in each letter along with explaining the concerns of the insured. We appreciate your efforts to date and hope this letter will help us all proceed to a quick and fair settlement.

BUILDING:

Mr. Schumann presented the insured an estimate with an Actual Cash Value of \$295,098.92. I had a discussion with Mr. Schumann concerning that estimate at which time he explained that I should contact Mr. Brian Seifert from Vision Corporation with any questions and concerns during my inspection. Mr. Schumann explained Mr. Seifert owned a local fire restoration company called Vision Incorporated and that he had viewed the damages and agreed to repair the home for the price written. I inspected the home for four days. On the second day I contacted Mr. Seifert and asked him to meet me at the location.

Upon Mr. Seifert's arrival we inspected the home together. Specifically, we addressed concerns of the main house and the smoke penetration into the walls and framing. I proceeded to cut holes in walls, remove outlet covers, expose pipe chases and clearly showed Mr. Seifert heavy smoke penetration into the main home. We then proceeded to the heavily damaged section of the house in which I showed him heavy structural damage within the crawlspace areas, to the floors joist and framing that supports the exterior wall, foyer and living room of the main house. Your letter dated March 11, 2003 indicated that Vision Incorporated was in agreement with your estimate. After our joint inspection Mr. Seifert explained he originally thought Mr. Schumann's estimate was reasonable but after our joint inspection he couldn't repair the home or guarantee a smoke free home

mailed copies Borden
to Rick - Dr. Borden

with the estimate as it is. I explained the Mr. Seibert the scope of repairs that I was proposing and he agreed it was necessary to rid the home of the smoke.

I am sure can understand Dr. & Mrs. Borden's concerns with accepting the actual cash value check. The fact that the repairs are is far excess of the damages estimated by Amica Mutual Insurance and the fact that a local fire restoration company who was called in by Amica Mutual Insurance agreed is enough to raise legitimate concerns. Per the advice of the insured's brother, Mr. Rick Borden, esq. the actual cash value check has been returned. We respectfully request your presents, along with Mr. Seifert at the location to inspect the damages together.

CONTENTS:

Partial Contents list:

The items in the insured's home make this a difficult contents claim to complete without heavy involvement from the insured. There are items on Mr. Schumann's contents list that he estimated to be worth \$300 dollars for that the insured paid \$3,000 for. Some of the medical books cost upward of \$200 each. Please take notice that we are working with the Bordens to complete the list and will leave all items in the house for your review. We will be able to supply you with a partial inventory within 2 weeks and a complete within a month.

We are in receipt of your letter dated March 31, 2003 requesting the items in storage be cleaned. The Bordens and I inspected these items and do not feel they will respond to cleaning. It appears by your letter that Amica is willing to spend the \$12,098.40 in an attempt to restore the items. On April 4, 2003 I contacted Mr. Seifert from Vision and explained that it was Amica's request to have the items in storage cleaned. Mr. Seifert explained he did not feel that the items were worth cleaning and he hated to see Amica waste their money. The Bordens do not wish to waste Amica's money either, but also want to cooperate with Amica's request. At this time, per Amica's request, Vision is proceeding with the cleaning of the items in storage. I would suggest an Amica representative contact Vision, who was called in by Amica, to get their opinion before any more expenses are incurred.

Your letter of March 31, 2003 also states that the storage bill will only be paid for two months. Please take notice that the house repairs will take much longer then two months. Also take notice that the insured has requested the items be totaled and disposed of and it is Amica's request the items be cleaned and kept in storage. We strongly disagree with the limitation on storage.

In your letter dated March 25, 2003 you refer to the dry cleaning that was returned to the Bordens. Your letter states that the clothes were cleaned to "Industry Standards" At this time we respectfully request a copy of the industry standards you are referring to. Your letter also indicates that you are in disagreement with the contention that the clothes are not cleaned to satisfactory. Has anyone from Amica or an Amica representative inspected the clothes after they were dry cleaned? I personally did inspected all garments after the cleaning process. Many of the items are clearly smoke stained on the collars and cuffs and still have an odor in the pockets and liners. Before Amica takes such a harsh position of the clothing I would ask that we meet at the location and inspect the cloths together.

I am sure we all agree that the Borden family has suffered a tremendous fire. The damages are very clear and we all have the same common goal and that is to get the claim resolved and restore some peace back into the Borden household. I would suggest that a good faith meeting take place to level set all parties. I would suggest a two day meeting take place starting on Monday April 14, 2003 and ending Tuesday April 15, 2003. Requested attendees Mr. Schumann AIC, Mr. Bennett CPCU, Mr. Seifert from Vision Incorporation, Dr. & Mrs. Borden, Robert A Mayo contents specialist, and myself. On Monday a complete walk through on the building can take place. On the second day we can review the contents at the drycleaners and in the storage unit, along with the items left in the home.

We welcome any other dates that may work better for you Mr. Bennett. Please page me (877) 303-4597 ASAP so we can arrange a meeting.

Thank you for your time and consideration.

Sincerely,

Anthony N. Parise, CPCU, CIC, AIC

Cirlbay Maure

NATIONAL PUBLIC INSURANCE ADJUSTERS

John A. Giordano, Jr. President/CEO July 9, 2003

Chris DePino National Claims Director

> Anthony Parise CPCU, AIC, CIC

Michael P. Lawlor, Esq. Counsel

Philip DeCaprio Certified Public Accountant

Associates

John Russo, PA Peter Diana, PA Peter Cianelli, PA Edward Tinari, PA Robert A. Mayo, PA Anthony Verrico, PA Justin Gargiulo, Jr. PA Louis W. Palmieri, PA Jonathan Schumann 117 Arbor Crest Lane Lillington, North Carolina 27546 Re: Dr. Jonathan Borden Contents

Dear: Mr. Schumann:

Attached you will find a hard copy of our claim presentation. I forwarded this to you electronically when possible and faxed the others documents. Below is a brief summary of the "RECAP" sheet with some explanations as to the figures.

71 High Street P. O. Box 469 East Haven, CT 06512

203-469-7477 Office 203-469-6409 Fax

National Toll Free 1-800-469-7477

IN HOUSE INVENTORY:

These are items in the house that you and I reviewed. We have previously sent you the documentation of the high priced items like the Turkish rug and the leather goods.

BASEMENT ALLOWANCE:

The insured had just moved into the home and had many items and boxes stored in the basement. It is impossible to try and recall all the items. We have placed an allowance on this area.

DRY-CLEANING INVENTORY:

These are the clothes that you verified. We have supplied you with replacement cost receipts verifying the quality of clothing the insured normally purchase.

CAMERA EQUIPMENT:

I inspected the items at the restorers. The items did restore and smell. The photo store is preparing a letter stating they cannot be cleaned. The insured valued the items (this is sent by the fax).

ELECTRONICS:

These are items that were taken to an electronics store to be cleaned. Attached you will find a copy of the receipt stating they cannot be cleaned for damages are beyond repair.

ARTWORK:

These items are at the restorers now. The restorers are going to have to reframe and cut some items. They also are going to have to wrap each piece of artwork in a clear wrap to prevent the smell from escaping. We are requesting a 75% loss to value and the cost to restore.

IN STORAGE ITEMS:

These are the items in storage that you reviewed. This was derived from the items Vision stated could not be cleaned and that you inspected. We also added a small factor into the items that were cleaned by Visions. If you recall we opened a few boxes and found items did not clean or finishes were damaged on items that Vision claimed were clean. In an effort to resolve the claim we added a factor instead of having the insured go item by item and box by box.

Item 211 CD'S:

We agree that the CD itself is possibly cleanable, re-cased, and re-labled in a replacement case. I would estimate that to be about \$1.50 per CD. This

however will reduce the value of the CDs for they will not have the original case, cover or song words. There are stores today that buy used CDs for roughly \$10.00 each. However these CDs now in this replacement cost will have no value. We feel the re-casing fee and a 50% loss in value is a reasonable adjustment.

We look forward to resolving this issue. Thank You for your time.

Sincerely

Robert A. Mayo

GIORDANO ASSOCIATES, INC

Established 1978

71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

July 30, 2003

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507

Case 1:04-cv-00175-SJM

814 870-7650 814 870-7655

RE: Dr. Borden

Dear Attorney Jones:

I am in receipt of your recent correspondence concerning the sub-contractors. Please note that Giordano Associates did not hire or use any sub-contractors to assist in the preparation of the claim. If you review our building estimate you will notice I refer to the sub-contractor. In this case I relied on the sub-contractor's estimate supplied by Visions Inc. I explained to Amica's new consultant, that I was unsure of the scope and numbers supplied by the sub-contractors and I felt it necessary for them to researched and verified. Considering it is agreed at this point that Visions Inc and Amica's scope is inadequate this raises questions as to vitality of the sub-contractors estimates.

One particular sub contractor that I discussed with their consultant and Amica was the geo-thermo system. I pointed out that the sub-contractor clearly stated that the estimate did not include the pipe existing or returning to the house. This pipe runs under a concrete slab, which is the floor for the family room, and then under a large patio area. If this pipe is damage the expenses associate with its replacement are large. I suggested at the time that the pipes be tested. The pipes can be located and capped. They can pressurize the pipe with 60lbs of air and monitor how much air pressure is coming out the other side. This test should stay under pressure for 24 hrs. If there is a drop in pressure then the pipes are no good and need to be addressed.

A second area of concern that I discussed with the consultant and Amica was the foundation and basement floor. The foundation walls are showing signs of heat cracks. There is no clear way to test the blocks. Since there is temporary electric to the house I suggest that a mason be brought in the

sandblast the foundation and see how the block reacts. If this causes the block to fail then we have our answer.

A third area of concern that I discussed with their consultant and Amica was the potential for mold in the main house. I would suggest a hygienist be brought in to test this portion of the house, including the garage. These are areas where Amica's first estimate would not allow us to open or check appropriately. I know there is mold in the "wing portion" of the house however this area is being totally removed, therefore I do not see it as an issue.

I would not want to hold up the main building estimate. What I would like to see happen is the basic estimate received ASAP. This will give me time to visit the house and review. Simultaneously, the above testing can take place and then can be addressed accordingly.

Please let me know if there is anything else I can assist with. At this time I will await direction from you on how to proceed.

Thank you for your time and consideration.

Sincerely,

Anthony N. Parise, CIC, CPCU, AIC

GIORDANO ASSOCIATES, INC

Established 1978

71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507

RE: Dr. Borden

Dear Attorney Jones:

I have reviewed the building estimate submitted on behalf of Amica Insurance which was prepared by G.S. Jones. I found the estimate to be more logical and detailed then Amica's first offer. Below are some areas of concern. I went room by room to make it easier to follow.

Basement General:

- Plastic sump pump pit, with hosing, and pump. If part of plumbing estimate I need detailed breakdown to verify.
- With the extent of heat and items melted to the floor I would like to keep the basement floor open for inspection once the debris is removed. The floor will require exposy sealing to rid it of smell, even under the carpet.
- Locksets on doors

Left front basement-Finished:

• With the extent of heat and items melted to the floor I would like to keep the basement floor open for inspection once the debris is removed. The floor will require exposy sealing to rid it of smell, even under the carpet.

Crawl Spaces:

- Replace vapor barriers on the dirt floors.
- Replace the smoke detectors.

Steps to kitchen:

- Sub floor on landing
- Oak floor on landing
- Base trim on landing
- There is a sill around the entire wall perimeter, which is the top of the basement brick wall. This had a top plate piece of finished pine with a chair rail tight to the bottom.
- Wall insulation 2 walls

Kitchen:

- There was a 2 pc base trim (3.5 plus a shoe)
- Beams were wrapped in a pine 1 x 10 on sides and a 1 x 8 on bottom (see my estimate for measurements). I assume the figure in the estimate is for the beam only.
- Cased opening
- Scaffold and drywall charge to sheetrock the skylight chase.
- Painting charge for skylight chase
- Does countertop price include counter tops? The tops are Corian and the price does not appear to include them.
- The appliances were all built in. Need to add top quality appliance plus all electrical and plumbing hook ups: Dishwasher, 2 wall ovens, cabinet hanging microwave, Water purifier (Kenmore), electric Stove 32 inch, Refrigerator with water and ice.
- No allowance for kitchen sink. If part of a plumbing bid item need to see breakdown to verify.
- All cabinets and draws had child safety latches installed.
- Size walls before papering.
- Crown molding
- Curtain rods installation.
- Locksets on doors.
- There is no allowance for the kitchen sink. I see the piping allowance but no fixtures

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Mudroom:

- There was a small closet at the end of the mud room on the right. The closet is on page 14 of my estimate and missing from this estimate.
- There is a 2 pc base trim
- Locksets on doors.
- Heat registers
- 2 Bifold doors on closet (pantry)
- Exterior doors there are 2
- Pantry shelving was 5/8 cabinet grade. There was 28 lf and a closet pole

Powder Room:

- This room was wallpapered with a border not painted.
- There is a 2 pc base trim
- Heat registers
- Medicine cabinet
- Locksets

Garage:

- Disagree with partial sheet rock
- Garage door not addressed
- · Ceiling is textured if only doing partial ceiling we need to scrape and prep balance
- Closet Doors are unfinished wood and will retain the odor. These are bifolds
- Closet shelving is unfinished wood as well. 5/8 cabinet grade
- Exterior door

Studio:

- Cathedral ceiling requires scaffolding
- Beams were wrapped in a pine 1 x 10 on sides and a 1 x 8 on bottom (see my estimate for measurements). I assume the figure in the estimate is for the beam only.
- Heat registers

GIORDANO ASSOCIATES, INC

Established 1978

71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507 October 30, 2003

RE: Dr. & Mrs. Borden Contents response

Dear Attorney Jones:

I have reviewed the contents response from Amica Mutual Insurance Company. At first I was rather perplex on how low the figure was. Even though, Mr. Schumman explained he did not have authority to settle the claim, he explained he was going to recommend a payment in the area of \$375,000. Needless to say I was surprised to see such a low offer of \$249,884.24. Below are some concerns and points of interest to help resolve the delta.

Items in storage (marked as schedule 1):

It appears that Amica may have misunderstood the submission presented. Vision created two storage units. One of the units was for items they could not clean and the other was for item they cleaned. The list we presented for \$54,231.45 were the items Vision did not even attempt to clean for they were beyond any salvageable condition. I have attached a copy and marked it as schedule 1. With this in mind I am not sure why Amica is offering 75% of the total, since their own expert admitted they were damage to a point that cleaning was not even attempted. We should be entitled to 100%.

Items in second storage unit (marked as schedule 6):

X

As previously indicated Visions set up two storage units. Once for items that could not be cleaned, marked as schedule 1, and items they attempted to clean, marked as schedule 6, a handwritten list by Visions. On two separate occasions the property was inspected by Mr. Schmman, Dr. Borden, Visions and myself. We opened several of the boxes and found that some of the items Vision said clean did not clean and other items were cleaned to a point there finishes had been removed. At a meeting with Mr. Schumman I suggest

Item 775 Dell Computer Systems/Dimensions XPS: I am not sure why Amica is deleting this unit, and a written explanation is required. This item was verified by Mr. Schumman. These are older machines and fully loaded with an operating system and software. They are used to store data. A bottom of the line Dell today is roughly \$700.00 and would be acceptable as a compromise settlement. We seek an additional allowance to move the data from this machine to a new one.

Items 776 Dell Computer System/Dimensions XPS with Samsung Monitor: I am not sure why Amica is deleting this unit, and a written explanation is required. This item was verified by Mr. Schumman. These are older machines and fully loaded with an operating system and software. They are used to store data. A bottom of the line Dell today is roughly \$700.00 and would be acceptable as a compromise settlement. The monitor was new. It was a flat panel 17 inch and cost \$499.99.

Items 946 3M Density Scale x-Rite: I am not sure why Amica is deleting this unit, and a written explanation is required. This item was verified by Mr. Schumman. This item is used by professional photograph shops and is of high value.

Item 1475 Laptop computer: I am not sure why Amica is deleting this unit, and a written explanation is required. This item was verified by Mr. Schumman. This was purchased in 2002 for Mrs. Borden. It was a Sony Vio with 16" screen 2 Ghtz, 512 Ram, Read write cd and dvd. The item was loaded with all software. We seek an additional allowance to move the data from this machine to a new one.

Dry-cleaning (marked as schedule 3):

I am not sure of the tax laws in Pennsylvania on clothing so I will leave this up to you to comment on

Amica needs to understand the handling of the clothes. After the clothes were drycleaned they were brought to the insured's temporary housing. The dry-cleaner started to unpack the cloths in the bedrooms and closets and the house started to smell of smoke so the insured ask the dry-cleaner to remove them. The clothes were not brought back to the drycleaner, nor a clean storage unit, however the drycleaner brought then back to the fire loss location and placed them recklessly in the garage. The garage is in terrible condition and has a heavy smoke odor and potential mold. The clothes that were once cleaned were yet again exposed to the smoke and possible mold. When I questioned Visions on why they were placed there they explained that's the direction given to them by Mr. Schumman. I then requested they be removed and moved to one of the storage units for inspection and inventory.

I would like to suggest the following in an effort to bring this portion of the claim to a conclusion. At minimum the clothes would have to be re-cleaned for they have been recontaminated at which time we can determine the proper percentage of damage for we are not in agreement with the 75%. I have not been privileged to the first dry-cleaning bill but I can assume it was at least \$8,000-\$10,000. Or in an effort to conclude this portion of the claim a compromised settlement of 90% with no depreciation to avoid the re-cleaning charges and recount.

Electronics:

Appears to be in line.

Art Work Restoration(marked as schedule 4):

Amica has offered to pay for the restoration, which is fair and reasonable. This leaves us with the one issue. I went to the art shop and viewed the art work. If you review the write up by "U Fame It" you will see that in order to restore some of the art work he is actually cutting water marks off of it. On all the art work "U Frame It" stated they have to wrap the art work in a clear "marvel seal" for the smoke smell cannot be eliminated. To me this means that the insured cannot be returned to a pre-loss condition. In an effort to conclude the claim I placed a value on the artwork and took a 75% loss in value. We have two choices on this issue. We can hire an art appraiser to set a value on the artwork pre-loss and post loss. The cost of an appraiser to examine all these pieces would be rather expensive and I believe Amica should agree to the expense before we proceed. I would hope since the dollar value is rather small that we can just come up with an agreement in an effort to conclude this portion of the claim. I will await Amica's response on how to proceed.

Camera Equipment (marked as schedule 5):

At this point Amica has made an offer and payment on the camera equipment. The insured is reviewing the offer line by line and will supply a response by the meeting next week.

Items in basement:

The insured does not have the time to make a complete detail list of the items in the basement and would like to group things in an effort to conclude this portion of the claim. Below is a grouping:

Medical books 4-5 boxes @\$200.00 per box	\$900.00
Christmas Ornaments, novelties 4 boxes \$150.00	\$600.00
Kids toys/book etc 5 boxes @\$100.00	\$500.00
Kids Dolls and clothes/houses 5 boxes @\$100.00	\$500.00

Off season clothes:

Dr. Borden 5 boxes @ \$700.00	\$3,500.00
Mrs. Borden 7 boxes @\$700.00	\$4,900.00
Total	\$10,900.00

Mold Issue:

Let me respond to the statement made in the letter dated August 27, 2003 from Mr. Bennett, CPCU, AIC. I never agreed that Amica would not be responsible for mold in the house. Mr. Bennett, Mr. Schumman, Mr. Mayo and myself were standing at the top of the stairs in the main house at which time I showed then a previously made hole in the sheetrock. I should all partied some black spotting on the framing within this hole. I expressed a concern about the mold. At this time Mr. Schumman stated that they would not be responsible for mold for we did not respond properly to preventing the mold. I explained in order to properly prevent mold in this portion of the house I would need to remove and cut some sheetrock and according to Amica's building estimate they are not allowing for such removal. At that time I requested permission to open the walls and was denied. I did state that the potential mold in the "wing" area and basement are were not of concern for that area was a total loss.

GeoThermo System:

Item is being tested. TEST FINE

Description of requested items:

Here are the responses from the insured on some of the items Amica was questioning.

The charred remains of the Acoustat electrostatic panel speakers are present at the house (in the garage last I've seen). What I recall is that they are the Acoustat SPECTRA Model 22/2200 purchased in Boston circa 1991-1992. Unfortunately many of our records were lost in the basement so I don't have the receipts for these, or any of the other electronic equipment. They are considered a "high end" audiophile speaker, produced in low quantities. I recall that there was a label on the back stating they had been made in Arizona. The price we used was a comparable pair on the internet.

Precision Fidelity hybrid tube amplifier. This was in the room above the garage. It is black and heavy approx 50 lbs., perhaps more. I haven't seen where it was moved to for examination but Brian Siefert tells me that none of the electronics were salvagable. The serial number etc. of this can be found on the equipment itself. It was purchased also in Boston circa 1991, from a small Audiophile shop on Newbury Street. I was told that the amp was handmade in small quantities by a small firm in California. You can see by the build quality that the amp was expensive. Examination of the interior of the amp will show the quality of the individual electrical components as evidence of the cost. Such amps start in the \$ thousands and go up from there.

Audible Illusions Modulus pre-amplifier. Again purchased in Boston, at the same time as the amp. It is the model with the outboard power supply. I saw the pre-amp in the TV room after the fire. The price we used was from the internet for an equivalent model.

Densitometers. Both densitometers were in the office above the garage. They were located under the builtin desk in a cabinet at the southwest corner. Examination of the equipment can give model numbers etc. I haven't seen them, and am unaware as to where they have been moved to.

Documentation to support value of Prague painting #2. It was purchased in May 2002 while I was at a medical meeting. This item is schedule with Amica and all the information was given to Amica at that time. We do not have any other information on the painting. Perhaps there is a sticker with the name of the art gallery where it was purchased on the back.

Page 33 of 47

We look forward to working with you. Please give me a call at (203) 676-3100 or page (877) 303-4597 so we can keep the claim moving ahead. Thank you.

Sincerely,

Anthony N. Parise, CIC, CPCU, AIC

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GIORDANO ASSOCIATES, INC

ANTHONY PARISE, CIC, CPCU,AIC PO BOX 349 MILFORD, CT 06460

facsimile transmittal

To:	Mr. David Bennett	Fax:	724 745-2133	
From:	Anthony Parise	Date:	11/14/2003	
Re:	Borden	Pages:		
cc:	[Click here and type na	me]		
☐ Urge	ent ☑ For Review	☐ Please Comment	☐ Please Reply	☐ Please Recycle
DearM	ir. Bennett:	•		•
it was i	nice meeting you at the loss	s location last week. As pe	r our conversation tod	ay attached you will
findac	popy of the spread sheet ∞	ncerning the contents. Th	e spread sheet I show	d you at the loss
locatio	n did not have the basemer	nt allowance on it.		

We are looking forward to concluding the claim.

Sincerely,

Anthony N. Parise, CIC, CPCU, AIC

BORDEN'S CONTENTS REPSONSE

As per letter dated October 30, 2003

Schedule 1 items in storage	\$49,766.55
Add back item 45 at lower price	\$600.00
Add back item 296 at lower price	\$1,800.00

Schedule 6 are items that cleaned but not well looking for \$15,000 allowance \$15,000.00

In House inventory

Compromise on item 54	\$700.00
Compromise on item 775	\$700.00
Compromise on item 776	\$1,200.00
Compromise on item 946	\$1,695.00

Dry-cleaning compromise in order to settle 90% = \$70,901.58 already paid \$59,084.64 \$11,816.94

Artwork

Artwork is fine as a compromise in an effort to settle if settlement cannot be reach reserve rights to re-introduce

Camera Equipment being review no claim
Basement \$10,900.00

\$94,178.49



John A. Giordano, Jr. Presidens/CEO

Chris DePino National Claims Director

Anthony Parise CPCU, AIC, CIC

Michael P. Lawlor, Esq. Counsel

Philip DeCaprio
Certified Public Accountant

Associates
John Russo, PA
Peter Diana, PA
Peter Cianelli, PA
Edward Tinari, PA
Robert A. Mayo, PA
Anthony Verrico, PA
Justin Gargiulo, Jr. PA
Louis W. Palmieri, PA

71 High Street P. O. Box 120469 East Haven, CT 06512

203-469-7477 Office 203-469-6409 Fax

National Toll Free 1-800-469-7477

March 17, 2004

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507

RE: Dr. Borden

Dear Attorney Jones:

In response to the items stored in the shed please refer to my letter dated October 30, 2003, page 1 which is highlighted.

To further clarify these items were cleaned by Vision and said to be restored to 100% pre-loss condition. When Mr. Schumann, Dr. Borden, and I opened a few of these boxes and we found items that did not clean, were water stained or had the finishing damaged. At that time I offered two approaches to the adjustment of these items. One was to go through each box (approximately 100) and separate the items that are damaged or to take a general allowance towards the items. This allowance is referred to in our business as a "Cosmetic Allowance". This means that the item is damaged to a point were it cannot be restored to pre-loss condition, however still has a functional use. Therefore the insured takes a fraction of its value and retains the item.

03/17/2004 14:05 2308820102

GIORDANO

PAGE 82/82

For example:

The insured has a painting that had a pre-loss value of \$5,000. As a result of the fire the painting suffers water damage and markings that cannot be cleaned. Often the insured will accept \$2,500, as a cosmetic allowance, for the damaged painting, instead of the full value of \$5,000. Since this is an allowance only the insurer cannot take the item as salvage for they did not indemnify the insured completely for the items value.

If you review the items in Schedule 6 you will see that there value is considerable and that the \$15,000 allowance is extremely beneficial to the insurer.

If I can be of any further assistance please let me know.

Sincerely,

anthony N. Parise, CIC, CPCU, AIC

GIORDANO ASSOCIATES, INC

Established 1978
71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507

October 30, 2003

RE: Dr. & Mrs. Borden Contents response

Dear Attorney Jones:

I have reviewed the contents response from Amica Mutual Insurance Company. At first I was rather perplex on how low the figure was. Even though, Mr. Schumman explained he did not have authority to settle the claim, he explained he was going to recommend a payment in the area of \$375,000. Needless to say I was surprised to see such a low offer of \$249,884.24. Below are some concerns and points of interest to help resolve the delta.

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It appears that Amica may have misunderstood the submission presented. Vision created two storage units. One of the units was for items they could not clean and the other was for item they cleaned. The list we presented for \$54,231,45 were the items Vision did not even attempt to clean for they were beyond any salvageable condition. I have attached a copy and marked it as schedule 1. With this in mind I am not sure why Amica is offering 75% of the total, since their own expert admitted they were damage to a point that cleaning was not even attempted. We should be entitled to 100%.

Items in second storage unit (marked as schedule 6):



As previously indicated Visions set up two storage units. Once for items that could not be cleaned, marked as schedule I, and items they attempted to clean, marked as schedule 6, a handwritten list by Visions. On two separate occasions the property was inspected by Mr. Schmman, Dr. Borden, Visions and myself. We opened several of the boxes and found that some of the items Vision said clean did not clean and other items were cleaned to a point there finishes had been removed. At a meeting with Mr. Schumman I suggest two approaches to these items. Visions can drop by a few boxes a week and let the insured go through them. There are approximately 100 boxes. The insured can separate the damaged its for a re-inspection and we can claim them as a total. Or in an effort to conclude the claim we would agree to a \$15,000.00 compromise. If we go box by box I believe the damage will exceed the \$15.000.00 allowance. I will wait to see how Amica wants to proceed.

POLICYHOLDER RELEASE, ACKNOWLEDGEMENT OF PAYMENT, AND SETTLEMENT AGREEMENT

Jonathan Borden and Amy Borden hereby release, acquit and forever discharge Amica Mutual Insurance Company from any and all liability and/or obligation which has been claimed or might be claimed under any of the terms, conditions or provisions of Insurance Policy Number 630837-1183 for all fire and related damages which occurred at the insured premises at 4838 Wolf Road, Erie, Pennsylvania 16505 on or about February 16, 2003. This Release is provided in consideration for the following payments which are acknowledged and for the promise of Amica Mutual Insurance Company to pay the difference between the Coverage A-Dwelling payments listed below and the agreed cost of repair which is \$553,982.14 (minus policy deductible of \$1,000).

DATE	PAYMENT	AMOUNT	TOTAL PAID			
	COVERAGE A - DWELLING (LIMIT \$	577,000.00)	772			
2/21/2003	Board up and water extraction - Visions Corp	\$8,013.80	\$8,013.80			
2/28/03	Electrical connect and shoring - Visions Corp	\$3,860.40	\$11,874.20			
3/17/03	Visions Corp - 3/5/03 invoice	\$655.00	\$12,529.20			
3/11/03	ACV Dwelling Repairs	\$295,098.92	\$307,628.12			
8/12/03	ACV Dwelling Repairs	\$154,508.92	\$462,137.04			
11/21/03	ACV Supplemental damages	\$9,992.86	\$472,129.90			
11/21/03	Fire, Inc Fire Dept. service charge	\$500.00	\$472,629.90			
C	COVERAGE B - OTHER STRUCTURES (LIMIT \$57,700.00)					
8/13/03	Landscaping	\$1,815.00	\$1,815.00			
CO	VERAGE C - PERSONAL PROPERTY (LI		0.00)			
2/18/2003	Claim Card (VISA)	\$7,500.00	\$7,500.00			
3/3/03	Claim Card Reload (VISA)	\$8,000.00	\$15,500.00			
3/17/03	Visions Corp - (3) invoices 2/27/03 and invoice 3/5/03	\$3,384.40	\$18,884.40			
3/17/03	Contents inventory	\$39,945.48	\$58,829.88			
2/21/03	VIP Dry Cleaning and Laundry	\$4,120.68	\$62,950.56			
3/31/03	Visions' contents cleaning	\$12,098.40	\$75,048.96			
3/14/03	Claim Card Reload	\$5,000.00	\$80,048.96			

4/29/03	Visions Corp 4/5/03 invoice	\$1,329.01	\$81,377.97
6/5/03	Visions Corp 5/6/03 invoice	\$12,952.53	\$94,330.50
8/22/03	Visions Corp 7/1/03 invoice	\$2,010.63	
8/22/03	Partial insured's contents inventory		\$96,341.13
9/5/03		\$189,438.76	\$285,779.89
213103	Partial insured's contents inventory - camera	\$22,959.55	\$308,739.44
	equip.		
	COVERAGE D - LOSS OF USE (LIMIT	\$173,100.00)	
2/27/03	House Rental for 6 months (March - Aug. 31,	\$10,800.00	\$10,800.00
	2003)		420,000.00
2/28/03	Furniture for Rental House	\$11,976.94	\$22,776.94
3/17/03	Rent-A-Center - TV, washer/dryer	\$497.28	\$23,274.22
3/17/03	Visions Corp 3/5/03 invoice	\$325.00	•
5/20/03	Coldwell Bank (3/17/03) invoice		\$23,599.22
8/27/03		\$1,632.71	\$25,231.93
0127103	House Rental for 3 months (September -	\$6,000.00	\$31,231.93
11/01/02	Nov. 30, 2003)		
11/21/03	House Rental 1 month (December 2003)	\$2,000.00	\$33,231.93
12/23/03	House Rental 1 month (January 2004)	\$2,000.00	\$35,231.93
1/13/04	Hotel, meals and telephone expenses	\$1,812.89	\$37,044.82
1/20/04	House Rental 1 month (February 2004)	\$2,000.00	\$39,044.82
1/26/04	Living expense payment (March 2004)	\$2,000.00	Ψ32,077,0Z

We, the undersigned promise to return the furniture purchased for our use following the fire by Amica Mutual Insurance Company within a reasonable time after the construction of the home is complete.

We understand and agree that the personal property claim was compromised and settled by agreement between ourselves and Amica and understand and agree that we will not make further replacement cost claims under the policy.

We further agree that our decision to demolish and rebuild the premises rather than repair it may cause us to incur costs and expenses over and above the amounts paid to us by Amica, and we understand and agree that Amica's contractual responsibility will end upon payment of the difference between the amount previously advanced, \$459,600.70 and the agreed cost of repairs (\$553,982.14).

We understand and agree that when we incur financial obligation for repair or replacement of the building in the amount equal to or exceeding \$553,982.14, we will be entitled to a final payment of \$93,381.44 (\$94,381.44 minus our \$1,000 deductible amount).

By executing this document, we are not releasing Amica Mutual Insurance Company from any claim for extra-contractual damages, including but not limited to any damages for bad faith claims handling which may be owed pursuant to 42 Pa.C.S. §8371, the common law or any other legal ground or theory.

WHEREFORE, we place our signatures below with the specific intent of being legally bound hereby.

Witness	Date	Jonathan Borden	
Witness	Date	Amy Borden	

807259/19196.0000

GIORDANO ASSOCIATES, INC

Established 1978

71 High Street East Haven, Connecticut 06512 (800) 469-7477 FAX (203) 469-6409

May 12, 2004

Macdonald, Illig, Jones & Britton Attorney Terry Jones 100 State Street Erie, PA 16507

RE: Dr. Borden

Dear Attorney Jones:

As per your request I prepared a summary of loss to date below. I broke the summary down by coverage under the terms and conditions of the policy.

BUILDING:

Upon my involvement I meet with Mrs. Eddy Borden, who is the mother of the insured, on March 2, 2003. She informed me that Mr. Schumman had just left PA and had left a copy of the building estimate to repair the home. I reviewed the estimate and called Mr. Schumman to introduce myself. At this time he explained he felt his estimate was fair and reasonable and that he had contacted a local contractor by the name of Visions Corporation, a Mr. Brian Schefiert, who had assisted in preparing the estimate and agreed the house could be repaired for this amount. I explained I had not seen the home and could not comment on the damage at this time but I would get back to him. I then called Brian and asked them if they could place temporary heat in the home so I could spend a few days inspecting the damage, which they did.

Upon my inspection I went directly to the fire origin which was the basement and started to review the damage in relationship to Mr. Schumman's estimate. I concentrated more on the scope of damages then the actual unit prices. It was immediate apparent that a lot of items were missing from Mr. Schumann's estimate. I proceeded to scope the building damage and prepare an estimate.

On the main house I opened walls were I felt smoke might have penetrated. Since this was a heavy soot basement fire and all the plumbing and wires feed up from the basement the chances of smoke following these openings into the wall cavities was great. Much to my surprise I found smoke within every wall cavity I opened. I also opened the panels underneath the tubs and pipe chases, again there was heavy smoke penetration into these areas. I climbed up into the attic area, in which the smoke penetration was minimal, however the smell was evident. I also crawled into the crawl space areas off of the basement and found heavy soot and structural damage.

On the last day, which was March 3 or 4, 2003, I asked Brian to meet me at the home and review the estimate with me, since he apparently was the builder Amica was depending on. At the beginning of the meeting I asked Visions if he viewed the estimate prepared by Mr. Schumann in detail. He explained he had and felt there was plenty of money to repair the home. I then took him room by room and showed him my findings. I showed items that were just missed and he smoke penetration as outlined above. When we got to the main entrance way I showed Brian that the flooring system was burnt and it had to be removed. He explained that he shared this concern with Mr. Schumann and he was sure it was in the estimate. To this date it is not in the estimate.

We entered the main structure which primarily suffered heavy smoke damage. I asked him as a "Fire Restorator" how he could guarantee the house will not smell of smoke after being repaired if he failed to check for smoke penetration into the wall cavities. I then proceed to show Brian the opening I had previously made and the fact that there was soot on the insulation within the walls. I then proceed to make new openings so Brian could understand the degree of smoke damage. At this point I questioned him as to why he did not check this himself. He explained he was not directed to by Mr. Schumman. At this point Brian stated he originally felt the estimate was accurate but after reviewing the house and the items I pointed out he did not. I asked him to call Mr. Schumman.

At this point I prepared a detailed estimate to return the home to a pre-loss condition. I also prepared a breakdown analysis of Mr. Schumann's estimate pointing out the missed items on a room to room bases. I believe you have copies of both the estimate and breakdown analysis.

Unsure of date the estimate was forwarded to Mr, Schummann, I would estimate the end of March or first week of April. The estimate and analysis were forward to Mr. Schumman along with a request to meet at the home to review the items. I requested that an Amica representative attend the meeting, specifically Mr. Bennett.

On April 13 or 14, 2003 (Mr. Bennett indicates the meeting was on April 15, 2003), we met at the home and agreed to go room by room through the home. Mr. Schumman wanted to use his estimate as the basis for the walk through, I agreed. We started with the exterior of the building in which I felt his estimate was reasonably close and didn't feel the difference warranted much time. I explained that I wanted to concentrate on the main house and the obvious missed items. We proceeded to the main home. We went into the rooms where I had made openings and showed

Mr. Schumann and Mr. Bennett the soot concentration that was on the insulation within the wall cavities. In the first room Mr. Schummann explained that was not a lot of smoke. I asked him to be patient and took him into every room in which I showed him the same thing. Finally in the last room Mr. Schumman stated he felt that the amount of soot in the wall would not smell after the room was cleaned and painted. I stated I disagreed. I also stated the policy does not state that Amica responsibility is to get the house smell free, the policy states the insured is to be returned to a pre-loss condition. The home did not have smoke in the walls prior to the fire and should not after the repair. I then showed Mr. Schummann a piece of wall framing that was exposed by my test whole. On this 2 x 4 there was some dark spots that might have been mold. I explained the house may have mold damage which was an ensuing damage from the fire. Mr. Bennett or Mr. Schummann, I am not sure, stated we should of protected the property from further damage. I explain their estimate does not allow us to open these walls, which needs to be done for proper drying, and they have taken the position that there is no damage behind the walls, so what should we do? I then asked if I had permission to open the walls in the main house and I did not get a response. Mr. Schummann went on to explain he has done this many times before and it was not an issue. I told him that it did not matter what he has done in other places, however the smoke had to be removed on this loss. At this time Mr. Schumman stated he cold not be sure that it was soot on the insulation. I suggest that we send it out to get tested. He then stated 'How do I know it wasn't there prior to the fire" and that maybe we should just proceed to appraisal.

I asked Mr. Shumman to keep an open mind and inspect the first floor of the main house with me. Upon our inspection I opened the panels underneath the hot tubs and plumbing chase. I then showed Mr. Schumman that the motors, controls and wiring for the hot tubs were all melted and the tub suffered heavy soot damage from underneath. I asked him how that could be cleaned or repaired. At this point he walked away from me without an answer.

I also pointed out many things on Mr. Schummans estimate that were clearly a mistake. \

- 1. The countertops in the kitchen. Mr. Schummann's estimate called for plastic countertops and the home had Corian which is much more expensive. I even climbed under the countertop and removed the stick that said Corian (copy in the file).
- 2. The kitchen and attached floors. Mr. Schummann's estimate called for vinyl flooring and the home had ceramic tile, which is much more expensive. Mr. Schummann refused to change his price.

This continued on many items. At this point it was apparent we where not proceeding on the building and that we should focus on the contents for a while and then break for lunch.

UPDATE TO BUILDING SUMMARY:

On May 2, 2003 Mr. Bennett demands appraisal. Near this time frame your law firm gets involved and it is agreed that Amica will send another contractor to review the damages. I met with Mr. Schummann and Mr. Dan Jones on or about June 24, 2003. At this meeting Mr. Jones walked the building with us both as we explained our positions. After this brief walk through Mr. Jones asked to be left alone while he examined the building and made his estimate and report.

On July 23, 2003 a letter was forwarded to your office from attorney Greer, which stated that "It appears that the scope of damages to the building is broader than what was previously estimated by Amica's representative".

On August 20, 2003 I received a copy of Mr. Jones estimate for \$542,598.42 compared to the \$327,999.14 originally offered. This estimate close to 60% higher then Amica's offer which forced the appraisal.

On or about September 15, 2003 I sent a response to Mr. Jones estimate asking them to consider a few points. On October 2, 2003 I meet Mr. Jones and Mr. Bennett at the loss location and went through these concerns. On November 13, 2003 Mr. Jones responded to the concerns and agreed to increase the repairs another \$13,198.72. This brought the total building to \$555,797.14. This settled the building.

CONTENTS:

Sometime prior to my involvement Mr. Schummann had sent a settlement check for the contents portion of the claim to the insured for \$39,945.48.

My inspection on March 2, 2003: Vision had already disposed of some contents out of the basement and had moved others to an offsite storage unit. At this time my associate went room by room inventorying all the items left. We then proceeded with Visions to the storage unit. This unit was approved by Mr. Schummann. The unit was unheated, no climate control, nor had the items been cleaned. This was approximately three weeks after the loss. We later learned that Brian was direct by Mr. Schummann to take the items to this storage unit. This is not common practice. Usually with a professional cleaner the items are removed to a climate controlled warehouse and cleaned immediately. At this time the items were damaged beyond repair. This action made me concern with Visions experience with fire restoration.

On March 3 or 4, 2003 we then proceeded to the dry-cleaners where all the clothes had been taken. We meet with the owners and viewed all the high end dry-cleaning that had been performed. The items were hanging up and bagged. The dry-cleaner felt the clothes had responded. I opened a few bags and the items smelled and the cuffs were smoke stained. I explained that I did not feel many of the items responded well, however, they had to be reviewed piece by piece.

There where approximately 18 bags of laundry items, which were stored outside in a van. We asked if they could try washing one bag while we were there. They washed these items and we examined it together. The items did not respond. They were still heavily stained and smelled. At this point the dry-cleaner explained they were going to call the Amica and explain it did not make since to proceed with the cleaning for the response rate was far outweighed by the cost.

Two weeks later we received notice that the clothes were delivered to the insured's temporary housing and rejected. Upon arrival of the clothes the insured placed them in the closets of the home and each room started to smell, so they asked the dry-cleaner to take them away. The dry-cleaners removed the items and took them to the fire damaged house and throw them in the garage. Visions was called in (I believe a few weeks later by Mr. Schummann) and took the items to another offsite storage unit. The fact that these clothes were brought back to the fire damaged house and left there for a period of time contaminated them again.

Upon our subsequent meeting on April 14 or 15, 2003, with Mr. Schummann and Mr. Bennett we went to the clothes unit first. Much to our surprise the drycleaner cleaned almost all of the bags which they earlier agreed a total. We inspected the items at which time we disagreed to the condition.

We then proceed to the other storage unit that stored furniture and other household items. When the door was opened there was a cherry hutch near the front door. Mr. Schumman

took a very abrasive attitude and ask why the items couldn't be salvaged. I explained they were damaged beyond repair. He stated "Since you such as expert Anthony tell me what is wrong with the hutch". I examined the hutch and showed him the finish was damaged along the bottom and that one of the draws was actually busted at the dove tail joint. He then stated "how do I know it was not like that before the fire and how do I know it is fire related"? I opened the draw and it had a water stain and soot in it. I explained that it was my feeling the draw had water in it which froze forcing the dove tail joint to separate. He stated that was unlikely so I turned to Brian and asked him if the items were frozen when he was placed it in storage. Brian replied everything was frozen and stuck together. Mr. Schumman got upset and raised his voice stating "you are just trying to make a lot of money on this claim". I replied "Mr Schumman you have been trying to pick a fight with me all day and it not going to work. I also stated that "I am seeking for the correct amount to return the insured to a pre-loss condition no more and no less".

At that time Mr. Bennett asked us to get the contents list finalized and presented. We should have this completed this week and delivered during the meeting next week. This was the last meeting and conversation we had.

UPDATE TO CONTENTS SUMMARY:

We then presented a volumes contents claim with much detail and breakdown as could be obtained. During the June 24, 2003 meeting that last a few day Mr. Schumman and I reviewed the contents claim that we had prepared to date. We start to go item by item and review the items by section. We first examined the items in the house, garage and then preceded to the storage units. After a quick review Mr. Schummann asked me to finalize the contents and get a copy to his office.

We completed the contents and forwarded it to Mr. Schummann. There was a follow up telephone call at which time Mr. Schummann explained he was going to make a \$375,000 recommendation on the contents portions of the claim to Amica. On or about August 25, 2004 Mr. Bennett had made an offer of \$249,884.24. I responded in writing on September 11, 2003 which explained many differences. There were numerous calls and documentation sent back and fourth on the contents in the weeks to follow. An acceptable settlement was for around \$308,271.97 (this figure needs to be verified). The final settlement was for 87% more then the original offer.

I hope this information is helpful. Please note that dates maybe off by a day or so. We look forward to assisting in any way possible.

Sincerely,

Anthony N. Parise, CIC, CPCU, AIC